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MR. REGINALD M. BRAY, K.C., has been appointed a Commissioner of Assize to go to Manchester and Liverpool on the Northern Circuit with Mr. Justice BIGHAM. Mr. BRAY, who was called in 1868, is Recorder of Guildford.

THE RECENT accident on the Underground Railway will probably be followed by claims for compensation, which are always an unpleasant item in the accounts of railway companies. The prospect of such claims has certainly the advantage that it urges the companies to make every possible effort to prevent accidents on their railway. But while the law does not require carriers by railway to insure passengers against all risks, they complain that juries look with disfavour upon the defence of unavoidable accident, especially where the controversy is between one of the poorer sort of people and a powerful corporation. The Central London Railway Co. have induced the Legislature to accept a clause limiting the liability of the company. By section 3 of the Central London Railway Act, 1900—which requires the company to run trains for artizans, mechanics, and daily labourers (sub-section 5)—the liability of the company under any claim to compensation for injury or otherwise in respect of any passenger travelling by any train run under, or provided by, this section is limited to a sum not exceeding £100. The sub-section has conferred a substantial benefit upon the company, for the amount settled as the limit of their liability compares favourably with that under the Workmen's Compensation Act, 1897.

THE PROCEEDINGS before SWINFEN EADY, J., in the case of *Trustees of the Portland Estate* v. *Lewis*, which ended in the committal to prison of "a linendraper bold" under an attachment for breach of an injunction, appear to have roused some excitement in the neighbourhood, but, so far as we can see, there is nothing in the circumstances which entitles the defendant to any particular sympathy. The case seems to be simply one of a breach of a covenant to use premises in a particular manner—that is to say, as private dwelling-houses, and not as shops. Where the owners of the houses forming a street or square have required the lessees to enter into covenants not to use their premises as shops or otherwise than as private dwelling-houses, it is obvious that, if they wish to preserve the character of their property, they must enforce the performance of their covenants by all means known to the law. But we read that the Executive Committee of the Land Law Reform Association have passed a resolution regretting that the writ of attachment has been issued, and stating that they consider it "a striking illustration of the evils of the terminable leasehold system which puts such arbitrary powers in the hands of ground landlords and their agents to the loss of the enterprising leaseholder and the detriment of trade generally." It would not be easy to predict what changes may ultimately take place in the law affecting the occupation of property, but we can hardly think that the time will come when the tenant of each house in a large city will be at liberty, if he pleases, to convert it into a shop, without regard to the character of the adjoining tenements.

MOST LAWYERS have had experience of cases where a claim to land by adverse possession has been defeated by proof that the occupation was permissive, but we cannot remember any

claim more singular than that of the newsvendor who had set up his stall between the pavement and the large gates at the side entrance to Burlington House in Piccadilly. Although it was stated he had signed an undertaking in which he acknowledged that he occupied the place on sufferance and agreed to give up possession of it upon the request of the Commissioners of Works and Public Buildings, he seems to have been under the impression that he had acquired a title under the Real Property Limitation Act, and had instructed a house agent to offer his property for sale. This agent, in accordance with his instructions, wrote a letter giving the dimensions of the land occupied by the stall; stating that the owner had been in occupation since March, 1876, and that he was advised (it is not stated by whom) that he had acquired a possessory title to the freehold under the Limitation Act, "or what is commonly known as squatting rights." The commissioners were ultimately compelled to bring an action of ejectment to recover the land, which was tried last week before GRANTHAM, J., and a special jury. The defendant was not represented at the trial, and judgment was promptly given against him. It is not easy for some people to understand the distinction between a mere revocable licence and a parting with the possession of property. The Crown had occasion, a few years ago, to dislodge some persons who had been allowed to keep cows under an awning near the rails of St. James's Park. The case was thought by some to be attended with circumstances of hardship, but no one had the courage to suggest that any of the persons evicted had gained any legal right by long possession.

THE RESULT of the recent court-martial, which has excited such general interest, seems to be very commonly misunderstood. The officers charged admitted that they had committed a series of most outrageous assaults upon a person who had incurred their displeasure. One and all, however, strenuously denied the elements of indecency and blasphemy which were said to have formed part of the proceedings. Now, with regard to the assaults, it is to be remembered that judgment had been recovered in civil actions against each of the defendants. A common assault may be treated by the injured party either as a criminal offence, or as a cause of action for damages. It is, however, the policy of our law to discourage the taking of both these remedies. Thus, it is provided by statute that where justices dismiss a charge of assault and give a certificate to that effect; or where they convict and the defendant satisfies the judgment against him, no further proceedings, civil or criminal, can be taken against the defendant for the same cause. And if civil proceedings are taken first, and afterwards the plaintiff institutes criminal proceedings, though no statute provides the defendant with a defence, it is most unlikely that any court will inflict any penalty upon the defendant. As far as the assaults went, therefore, the officers charged at the court-martial had already paid the penalty, because of the judgments obtained against them. Accordingly, the authorities did not put them on their trial for these assaults, nor did they put to the court the issue whether or not the assaults amounted to conduct unworthy of officers and gentlemen. The public must, therefore, not conclude that the court were of opinion that the misconduct admitted by the defendants was not conduct unworthy of officers and gentlemen. The issue for the court seems to have been limited to the charge of indecency, and what they had to decide was whether the defendants *in acting indecently* had been guilty of conduct unbecoming officers and gentlemen. This issue the court found in favour of the defendants, who were thus acquitted of indecent conduct, and of that alone. The evidence against the defendants in the issue tried was practically the uncorroborated testimony of the injured party. If the defendants had been precluded from giving evidence in their own behalf, as until the last few years would have been the case, it might have gone hard with them. Each of them, however, was able to give upon oath his own version of the occurrence; and their combined evidence was sufficient to rebut that of the complainant on the issue before the court. On that issue, and that alone, were they acquitted.

THE MOVEMENT in favour of "passive resistance" to the payment of rates which include an estimate for educational purposes appears to be growing in strength in some districts, and is likely to cause very considerable embarrassment to local authorities; for it is obvious that they may be put in a very practical and difficult dilemma if, as has been suggested in some quarters, the acceptance by them of part of the rate will prevent their recovering the balance hereafter by legal process; for, if such acceptance amount to a waiver of their legal remedies, they cannot do so, and yet, if they do not accept the amount tendered, the whole administrative machinery of the local area may be brought to standstill, or, at any rate, seriously hampered, for want of funds. Local authorities will, therefore, be comforted by the statement, contained in the Local Government Chronicle, that, in the opinion of the Local Government Board, it rests with the overseers to decide whether they will or will not in any particular case accept part payment of an amount of a poor rate due. A poor rate is, of course, payable in full on demand, except in the case of poor rates payable by occupiers of tenements let for short terms, to which special provisions are applicable (section 2 of the Poor Rate Assessment and Collection Act, 1869), and in the case of rates declared by the overseers payable by instalments at specified times (*Ib.* section 15). Now, apart from these two exceptions, it would seem that there is a statutory duty upon the overseers to enforce payment of the *whole* rate, and that possibly by accepting a part there might be a danger of their being held to have waived their right to the balance. It would seem, therefore, that in every case in which there is reason to anticipate "passive resistance," the overseers would be well advised to declare the rate payable by instalments. This might not get over the difficulty, however, because strictly each instalment of the rate would include a proportionate part of the educational rate, but practically in all probability the objector would pay all the instalments until the last. But this "passive resistance" problem is a very thorny one from the legal point of view, which, of course, is the only aspect of it which concerns us. On principle, it is hard to see why overseers should be prejudiced, any more than an ordinary creditor, by taking what they can get from their debtor on account, or to see why the general rule that payment of a smaller sum cannot be a good discharge of a larger debt, is not applicable to the payment of poor rates as to any other debt.

THE TRIAL of the man DOUGAL for murder, which took place this week at Chelmsford, is a notable case in many respects, but it does not present many matters of interest from a purely legal standpoint. It is, however, a splendid example of a chain of circumstantial evidence, put together link by link without a weak spot or a flaw of any kind, until finally it is complete and a conviction is obtained. Most murderers find the disposal of the victim's body their most difficult task; here the body, and the fact of the death, were concealed for years, and when the body was found, the most difficult question in the whole case was to identify it as the body of the person who was alleged to have been murdered. In fact everything was proved by circumstantial evidence, even the fact that the murdered person was actually dead. In no case, however, where direct proof has been absent, has the evidence been more complete and conclusive. If the body found was not that of Miss HOLLAND, whose body was it, and where was Miss HOLLAND? The prisoner was the last person ever seen in her company. He gave false accounts of what had become of her. He had every opportunity of murdering her, and he alone had the opportunity of putting her body where the body was found. Immediately after her disappearance, and subsequently for nearly four years until arrested, he is found dealing with her property, and concealing his frauds by exceedingly clever forgeries. Every cheque drawn on Miss HOLLAND'S banking account after her disappearance was a forgery. Unless he had known her to be dead, would he have dared to have dealt with her property in the audacious way he did? Detection must have soon overtaken his forgeries if she had been alive. The fact that she had never herself drawn upon her pecuniary resources since her disappearance tended to shew she was dead; and the fact that the prisoner was regularly drawing upon those resources in her name shewed that he knew she was dead. Again, in a case of deliberate murder, a motive should always be looked

for. Here there was abundant evidence of motive of different kinds. In the first place, the prisoner had been passing off his victim as his wife, when in fact he had a wife, another person. That person was apparently expected at the farm where he was living the day after the disappearance, and actually arrived on that day. Here obviously was a clear motive for getting rid of Miss HOLLAND, if he could do so, without loss of time. It was most important to him not to quarrel with her, for he was dependent upon her for his living. His object, therefore, was to get rid of her and get possession of her property. This he did by murder and forgery. So cleverly were his crimes carried out that for years he escaped suspicion, and when suspicion at last fastened on him, and he was in the hands of the law, even then he nearly escaped conviction for the gravest of his offences, because there was no proof that his victim was dead. By the praiseworthy and persistent efforts of the police, however, that proof was obtained, and one of the cleverest murderers of the last century has been claimed at last by justice. It has again to be noticed that the prisoner was not called as a witness in his own defence. Where the prosecution establish such a strong case as here, it is becoming more and more hopeless to avoid an adverse verdict if the prisoner is not called. It is not too much to say that in no conceivable circumstances would DOUGAL have failed to give evidence if he were really innocent. It is absurd to suppose that juries do not nowadays take such a fact into their consideration, and we maintain that they are quite within their rights in doing so.

AT THE recent festival of the Solicitors' Benevolent Association Mr. Justice JOYCE said that what the judges would really like to know was what litigants thought of them. Always desirous of complying with every behest of the Bench, we at once instructed the member of our staff who recently supplemented the valuable information imparted by the daily journals as to the vacation movements of the learned judges to obtain for us information as to the sentiments entertained by litigants with regard to the judges. At the same time we informed him that there must be nothing of the lamentable levity which marked his previous communication. He must present us with a plain, unvarnished account of the opinions he met with. We have just received his report, in which he states that he has not come across any litigant before Mr. Justice JOYCE, but that he has had no difficulty in obtaining the opinions of persons whose cases have been before other judges—whose names, he incidentally remarks, not even wild horses could draw from him. "I find," he says, "a considerable diversity of opinion, and I think that the best course will be to place before Mr. Justice JOYCE and your readers two or three typical views as to his learned colleagues on the Bench. The following is the opinion of a litigant in whose favour the judge had given judgment: 'The finest legal intellect on the Bench, sir! Why, the case was no sooner opened than he perceived the utter rottenness of my opponent's contentions and the monstrousness of his conduct in dragging me into court. A lynx-eyed judge, sir; a very DANIEL come to judgment. What, do you say the Appeal judges sometimes upset his decisions? A pretty pack of old fools they must be.' On the other hand, a litigant who had lost a case before a learned judge expressed himself as follows: 'What do I think of the judge? A drivelling judicial idiot, sir! Couldn't see that all the merits were on my side! Knows no more law than a tom-cat.' [Here followed language unfit for publication. When the speaker had somewhat calmed down, he continued:] 'Well, perhaps I am a little too hard on the judge. He did not know all the facts. It was the fault of my counsel, who refused to make a point of the fact that my opponent's wife's mother had been divorced, as I over and over again urged him to do—Eh! what do you say; that that would be trailing a red herring across the case? Why, Justice GRANTHAM says that is exactly what counsel are paid to do. 'Thank Heaven,' he concluded, 'there is a Court of Appeal.' Somewhat embarrassed by these conflicting views, I sought out a litigant, a stockbroker, who had been concerned in a case as a somewhat formal party—a trustee submitting to the judgment of the court. Here I thought I should obtain an opinion free from prejudice. This is the information I received: 'Want to know what I think of the old buffalo? Oh, tol lol; a bit of a duffer, you know. Lets counsel reel off tommy rot by the yard; blinks at him like an old owl, yawns like an alligator. Much of a lawyer, do I think? Well, I should say *not*, judging from his howls to the usher to fetch him his Law Report cribs. Made separate bets that cribs would be sent for a dozen times, that judge would yawn a score of times, and that JONES would win. Won them all. Bet you half-a-crown SMITH will appeal.' I trust that Mr. Justice JOYCE will now have obtained the information he desires."

THE treasure-trove case before FARWELL, J.—*Attorney-General* v. *Trustees of the British Museum* (*Times*, 22nd inst.)—is chiefly remarkable for the ingenious but unsuccessful use made by the defendants of antiquarian theories, and also, perhaps we may add, for the futility of the litigation. Certain gold articles were, in 1896, found by ploughmen in the course of ploughing in a field near Lough Foyle. They were handed over by the ploughmen to their master, and were ultimately purchased by the trustees of the British Museum. As they had thus got, whether rightly or wrongly, into the most appropriate custody, there would seem to have been no reason for anyone to raise any further question. But, undoubtedly, the circumstances of the finding raised a presumption that they were treasure-trove, and the energy of the law officers was accordingly directed to establishing that they were Crown property—that is, for practical purposes, that they were public property. Possibly it was overlooked that the British Museum Trustees sufficiently represented the public in the matter. At any rate, the authorities commenced litigation, and in the result we have Mr. Justice FARWELL'S judgment in favour of the Crown. With the nature of treasure-trove every lawyer is sufficiently familiar. Treasure which has been lost or intentionally abandoned is not treasure-trove, and the finder can keep it, unless, in the case of lost treasure, the owner claims it. "Treasure-trove" implies that treasure has been hid in the earth for safety, and that the owner intends to return and take it when convenient. The mode in which the present articles were grouped together in the earth strongly suggested a hiding of this kind, and to rebut the presumption the defendants were driven to put forward a fanciful theory about the articles being a votive offering made to a sea-god when the place where they were found was covered by the sea. Unfortunately for the theory, Mr. Justice FARWELL observed that it was not certain that there was any Irish sea-god at all, or that, if there were, votive offerings were ever made to him. As the period dealt with ranged from 300 B.C. to 700 A.D. the evidence was doubtless a little difficult to prepare, and such as it was it did not impress the judicial mind. It remains to be seen what better place for the articles will be found than the British Museum.

A CORRESPONDENT calls our attention to the fact that the decision of KEKEWICH, J., in *Lambourn* v. *Maclellan*, on which we commented last week, has been reversed by the Court of Appeal, and indeed this appears from the report, *ante*, p. 582, to which we referred, though the reference was given under the erroneous impression that it was, like the reference, 1903, 1 Ch. 806, to the decision in the court of first instance. From this short report of the decision of the Court of Appeal it would appear that an interpretation very favourable to tenants will in future be given to the principle laid down in *Bishop* v. *Elliott* (11 Ex. 113), and that general words in a covenant binding the lessee to give up the premises with fixtures at the end of the term will not be held to extend to trade fixtures unless an intention to this effect is clearly stated. Doubtless such an interpretation will work substantial justice, but it has to be remembered that the Court of Appeal still profess to be guided by the rule of *ejusdem generis* —that is, the meaning of the general words depends on the possibility of confining all the particular words to articles which are landlord's fixtures. Mr. Justice KEKEWICH in *Lambourn* v. *Maclellan* found it impossible to do so. The Court of Appeal have succeeded in grappling with the difficulty. We doubt if anything will make tenants safe except a clear decision that general words relating to fixtures shall not be held to extend to tenant's fixtures, quite regardless of the effect of the specific

words. Possibly the present decision of the Court of Appeal goes as far as this, but until the point is more definitely decided, the safety of tenants lies, as we said last week, in having the covenant expressly settled so as to give them tenant's fixtures.

While it cannot be doubted that the movement in favour of local courts is strongly supported, it is scarcely possible to take up a newspaper without seeing that cases from every part of the kingdom continue, without any apparent necessity, to be heard and determined in London. We read that the judge of the Clerkenwell County Court disallowed the railway expenses of a witness brought from Liverpool to give evidence for a London firm who had issued a plaint against a defendant living in Leeds. The judge went on to say that it was the practice of London firms who had travellers working at great distances from London to sue their customers in London instead of in the places where they resided; that the practice was increasing, and that it was unfair to defendants. We read in another place a long report of the hearing at the Westminster Palace Hotel of the arbitration proceedings between Lord Masham and the Leeds Corporation in respect of land which the corporation require for the construction of waterworks at Leeds. It is possible that in some of these cases the witnesses have other engagements in London which may make it more convenient for them to attend an inquiry there than would at first sight be supposed. But we shall be much surprised if any change in the constitution of English courts has the effect of materially reducing the quantity of legal business transacted in the metropolis.

We are now rapidly approaching the inevitable autumnal suspension of the sittings of Parliament—either by adjournment or prorogation. The temporary Vaccination Act of 1898, is, by its tenth section, limited to expire on the last day of the present year. Is the Act to be continued for any further period, or is it to be suffered to drop? If it is to be continued, is it to be continued as one of some eighty temporary Acts by an Expiring Laws Continuance Act, or by a separate Act with any and what amendments? The time appears to have arrived when some Government announcement on these points should be made. The Royal Commissioners, on whose long-delayed report the Act was founded, expressly recommended that the change to be effected by the Act should be "a temporary one in the first instance, and that in the meantime its effect should be carefully watched." We think that whatever course the Government should propose to take, the reasons for it (which must be well within the knowledge of the Local Government Board) ought to be fully and carefully explained to Parliament.

In a paragraph in one of the newspapers it is stated that an English insurance company has quite recently paid a claim on the life of a soldier who was hanged for murder in South Africa, the death certificate being "died from asphyxiation due to official hanging." It does not appear whether the policy contained any proviso declaring it to be void in case the insured should die by the hands of justice, but even where there was no express provision to this effect, it was held by the House of Lords in *Fauntleroy's case* (*The Amicable Assurance Co.* v. *Bolland* (4 Bligh N. S. 194)) that it would be contrary to the general policy of the law that either the insured or those claiming in his right should recover for a loss caused solely by the criminal act of the insured himself. There was, therefore, *primâ facie* a good defence to an action on the policy. The company may not choose to avail themselves of this defence, and may decide, in the interest of their business, to pay the money without further dispute, but it is quite plain that such a transaction would not be regarded with favour by the law.

The General Council of the Bar on Monday adopted the following resolution: "The General Council of the Bar, having considered the recent observations made by Mr. Justice Grantham, including those made in court this day, resolves that any statement to the effect that counsel are paid to raise false issues or to misrepresent evidence is one which this Council repudiates as misrepresenting the functions and practice of the bar."

The Decision in *Re Cornwallis West and Munro's Contract.*

The case of *Re Cornwallis West and Munro's Contract* (*ante*, p. 418; 1903, W. N. 73) has now been fully reported in 72 L. J. Ch. 499. The writer has also seen a proof of the report to be published in the July number of the Law Reports. The perusal of these reports abates nothing of the astonishment (one may say, consternation) caused amongst conveyancers by the notes of this decision which have been published.

The material facts appear from the report to be simply these: By virtue of a settlement made by will, lands were limited to the use of A. for life, with remainder to the use of B. in tail male, and a jointure rent-charge was limited to issue thereout, to the use of C., A.'s wife. A. and B., by a disentailing assurance duly enrolled, granted the lands to X. and Y. and their heirs, to such uses as A. and B. should jointly appoint, and by a deed of resettlement A. and B., in exercise of this power, appointed the lands to such uses as they should by deed jointly appoint, and in default of appointment, to the use that B. should receive thereout a yearly rent-charge, and subject and charged as aforesaid, to the use of A. for life in restoration of his former estate under the will, with remainder to B. in fee; and D. and E. were appointed to be trustees of *the deed of resettlement* for the purposes of the Settled Land Acts. A. afterwards contracted to sell the lands as tenant for life selling under these Acts; and he proposed to make title as tenant for life under the deed of resettlement, the purchase-money being paid to the trustees appointed thereby, and C., the jointress, concurring in the conveyance to release her jointure. The purchaser objected to the title so offered on the ground that the will and the resettlement together constituted a "compound settlement," and that, without the appointment by the court of trustees of such compound settlement, a good discharge for the purchase-money could not be given. Farwell, J., upheld this objection, on the ground that A.'s old life estate under the will had been restored to him, and so the only settlement under which A. could exercise his statutory power of sale was the compound settlement, consisting of the will and the deed of resettlement.

In delivering this opinion the learned judge professed to follow the rule laid down in *Re Mundy and Roper's Contract* (1899, 1 Ch. 275). It is submitted, however, that his decision is exactly opposed to the principles governing the judgment in that case. It was there considered that, where there is a settlement followed by a resettlement, the same person being tenant for life under each, and charges created by the settlement still subsisting, the tenant for life can sell either as tenant for life under the "compound settlement" made by the settlement and resettlement—in which case trustees of the compound settlement must, of course, be appointed—or he can sell as tenant for life under the resettlement only, and in such case the trustees thereof appointed for the purposes of the Settled Land Acts can give a good discharge for the purchase-money. The exact point decided in *Mundy's case* was that, after such a settlement and resettlement, the tenant for life can sell as tenant for life under the compound settlement, notwithstanding that by the resettlement the lands were *not* expressly limited to him in restoration of his former life estate. This was so held on the broad ground that the fact of the vendor being tenant for life under a series of instruments forming a so-called compound settlement depends solely on the case falling within the definition of a settlement contained in the Settled Land Act, 1882, as explained in *Re Ailesbury and Iveagh* (1893, 2 Ch. 345), and not on any question, whether he was *in* of the old use, or whether his old life estate had been restored to him. It was admitted that the words "in restoration of his former life estate" have no real conveyancing value except as an expression of intention that the express powers appendant to the old life estate shall not be destroyed; and it was pointed out that, in the case of the powers given by the Settled Land Act, the existence of which depends entirely on the statute and not on any antecedent act or intention of the parties, there could be no occasion for the expression of any such intention. And, as already stated, it was expressly recognized that the vendor was tenant for life under the resettlement as well, and could sell as

such. How can it possibly be maintained, in the face of this decision, that, after a settlement and resettlement, there can only be one "settlement" existing for the purposes of the Settled Land Acts (namely, the compound settlement), or that a man is any the less tenant for life for the purposes of the Acts under the resettlement because the lands were thereby limited to him for life in restoration of his former life estate? Most eminent real property lawyers are agreed that the gist of these words is the expression of intention to keep alive the express powers, if any, appendant to the old life estate (Sug. Pow. 71, 8th ed.; Davidson, Prec. Conv. iii. 596, 3rd ed.), and this view was, as we have seen, adopted by the Court of Appeal in *Mundy's case*. And the opinion of conveyancers has certainly been that, where upon a resettlement lands are limited to the use of a man for his life in restoration of his life estate under some former settlement, he is tenant for life under the new settlement as well as the old. This is clearly shewn by the form of resettlement contained in the same volume of Davidson's Precedents, at pp. 1030, 1039, 1059, 1060, where, although the first life estate is limited to one in restoration of his former estate, the powers of leasing are given to "every person *hereby made* tenant for life" (when in possession), and the power of sale is made exercisable with the consent of "every person hereby made tenant for life" (when in possession), without in either case naming any person. Besides, it may well be asked, how in *Cornwallis West's case* could B. have acquired a rent-charge in priority to the life estate of A., unless A.'s life estate had been taken away from, and given back to, him by the deed of resettlement? But if A.'s life estate, after having been taken away, was indeed restored to him by the resettlement, how can it be contended that he is not tenant for life under the resettlement?

FARWELL, J., seems to have thought that, because in *Mundy's case* A. was held to be tenant for life under the compound settlement, when his old life estate was not restored to him, therefore he cannot be tenant for life under the resettlement where his old life estate has been restored to him. This reasoning, it is respectfully submitted, is entirely faulty; and the true doctrine of *Mundy's case*, which FARWELL, J., as a judge of first instance, was not at liberty to disregard, is that the question, whether a man is *in* of his old estate, or of what life estate he is *in*, is not the right test to apply in determining under what settlement he is tenant for life. If this be admitted, it cannot reasonably be denied that, where in a deed of settlement lands are limited to the use of a man for life, by virtue of a grant or appointment taking effect partly in consequence of his having completely parted with his former life estate therein he is tenant for life under that settlement, although it be further expressed therein that his life estate is given to him in restoration of his former life estate.

It should be added that no trace appears in either of the above-mentioned reports of the fact, alleged in the note signed E. P. W. and printed, *ante*, p. 486, that the resettlement endeavoured to appoint trustees of the will and resettlement together. If this is indeed so, the decision might assume quite a different complexion; for the vendor proposed to make title under the resettlement, and it might perhaps have been well objected that no trustees of the resettlement only had been duly appointed. If this were really the fact, one can only say the true point of the case escaped the attention of the counsel who argued it and the learned judge himself; for the case certainly appears to have been argued and decided on the footing of the facts as above stated.

T. CYPRIAN WILLIAMS.

On the 19th inst. the County Courts Extension Bill, as amended by the Standing Committee, was considered in the House of Commons. An amendment increasing the number of county court juries to between five and twelve was carried, and clause 4, which had been added in the Standing Committee, was struck out.

At the Mansion House dinner to the judges, on the 19th inst., the Attorney-General, in responding to the toast of "The Profession of the Law," said that there was nothing in the practice of the bar which was in the slightest degree inconsistent with the most fastidious sense of honour. It was not the function of the bar to raise false issues. The function of the bar was to see that everything which could be fairly said on behalf of those concerned should be said. Cases of difficulty might, of course, arise. He believed that extreme cases were after all best left to the professional instinct which to members of the bar had become a second nature, guided by the most honourable traditions.

The Licensing Discretion of Justices.

THE subject of the exercise by justices of their licensing discretion, and the important question, arising as a corollary thereto, as to the right of licence-holders, who have suffered thereby, to compensation, was a very burning one earlier in the year, and gave rise to much acrimonious and heated discussion. The attitude adopted by the Government to the legislative attempts of private members to remedy the injustice alleged to be suffered by publicans, and the recognition in principle of the justice of compensation, and the promise to deal with it as a Government measure have done much to allay the fears of the brewers and calm the agitation which was steadily growing. Still more important political events have overshadowed this question, and thrust it for a while into the background. The interval of quiet, which must elapse before the question again becomes acute, may be profitably employed in considering a little more closely than has been yet done in some quarters what this discretion, which has been so hostilely criticized, really is, what was its historical source, and for what purpose it was originally conferred. This will probably enable us to judge more accurately of the value of the numerous proposals which have been made for a reform of the licensing authority, proposals which range from the total abolition of the justices as the licensing authority to leaving things as they are, and equalizing matters by a thorough-going system of compensation. The subject of the discretion, and the way in which it is exercised by justices, must of necessity be of special interest to the members of a profession which has such an intimate acquaintance with the practical work of magistrates, and which is probably better qualified than any other class to judge of the way in which that discretion has been exercised hitherto.

It is interesting and instructive, in the first place, to glance back briefly at the Acts of Parliament in which the discretion of justices took its origin, as in their quaint language they vividly reveal the social conditions which gave rise to it. The statute 6 Ed. 6, c. 25, which is the foundation of our licensing system, recites that "Forasmuche as intolerable hurte and troubles to the cõmon wealthe of this Realme dothe dailie growe and encrease through suche abuses and disorders as are had and used in cõmon alehouses and other houses called tiplinge houses," and the next statute, 1 Jac. c. 9, dealing with the subject recites that such houses were meant "for the receipte and Reliefe and Lodginge of wayfaring people travelling from place to place, and not meant for entertainment and harbouringe of lewde and idle people to spende and consume theire money and theire time in lewde and drunken manner," and unlimited discretion is imposed upon justices "to remove, discharge, and put awaye common selling of Ale and Beere where they shall think mete and convenyent," and to inquire into the conduct of alehouse-keepers and require them to enter into recognizances for good behaviour. In the days when the squire magistrate was more or less an autocrat, and wielded a mild and benevolent despotism over the neighbourhood, it was natural that these powers should be put in his hands, and it is evident that the object with which they were conferred upon him was, not to restrict the trade in beer and ale, but to ensure the orderly conduct of alehouses in the interests of social order. It is well to bear this in mind at a time when the justices are being urged to use their discretion, not in that direction, but as a weapon to promote the cause of temperance. The justices' exercise of their discretion as a licensing authority must not be judged by such an artificial and unsound test, and it is the growing tendency on their part, in some places, to yield to the pressure of public opinion and lose sight of the true purpose for which it was conferred upon them, that has laid them open to such sharp criticism.

Throughout the eighteenth century a large number of licensing statutes were passed, but they none of them touched this central principle, and were in the main concerned with the revenue aspect of the matter. However, in the early part of the eighteenth century we find that great abuses had arisen in connection with the exercise by justices of their licensing discretion.

A great deal of corruption of a flagrant kind had crept in, and licences were openly sold to the highest bidder. In fact a licence, so far from being a guarantee of good conduct, had in fact become a cloak for the establishment of houses of the worst description. This resulted in a popular agitation against what was tending to become a monopoly, with all its attendant evils, and in favour of the unrestricted sale of beer, and the "Bung" aristocracy, as the brewers were popularly termed, were the subject of a fierce attack, from which the discretion of licensing justices also did not emerge unscathed. This resulted in the next great landmark in licensing legislation, the Alehouse Act of 1828. Although the justices, especially in the boroughs, had come in for such severe criticism, the discretion conferred upon them by this Act remained as wide and unfettered as it had previously been, but again, it must be remarked, for certain clearly expressed purposes—namely, for the purpose of ensuring, if possible, that the licence-holder should be a man of good character, and that the house should be conducted in an orderly manner; and the detailed provisions of the Act all tend towards that end. In judging to-day of whether the justices are the best tribunal to deal with the granting of licences, it is well to bear in mind that, owing to the change in the social conditions of the country and the development of the temperance movement, quite a different conception of the function of justices has been evolved, and the historical circumstances in which their discretion took its rise, and the actual, if not legal, limits within which it was confined, have been lost sight of.

It is quite clear that the object of the Alehouse Act of 1828 was to restore freedom of trade in beer, and not to restrict it, and that, although the justices' discretion was left unlimited, as it always had been, yet the reason for doing so was that it was never contemplated that it would be exercised except in a magisterial way for the maintenance of social order. It is this semi-administrative, semi-judicial, origin of their discretion which has given rise to so much confusion in the minds of both justices and the public, though it is only fair to say that, at any rate for a very long time, the discretion of licensing justices has, in the opinion of those best qualified to judge—namely, those who practise before them—been exercised in an admirable spirit, a happy blend of judicial discretion and administrative impartiality, which has probably naturally not been altogether pleasing either to brewers or temperance advocates. It is true that, at first, the Alehouse Act did not seem to effect its object, and was quickly followed by the Beerhouse Act of 1830, which resulted in the country being flooded by beerhouses of an indifferent class, exceedingly difficult to control. But by the time the Licensing Act of 1872 was brought in, although the exercise by justices of their licensing discretion was the subject of vigorous attack from the extremists on both sides, and strenuous efforts were made by the temperance party to qualify the nature of the licensing body by means of popular election and control, it had become generally recognized that, on the whole, the justices were worthy of their trust, and the Legislature conferred further powers upon them, although it took the precaution of stiffening the constitution of the licensing committees.

Since 1872 there has been a very marked change in public opinion in the direction of temperance reform, and this has resulted in a strenuous effort on the part of temperance advocates to use the unlimited discretion of justices as a weapon for the reduction of the number of public-houses, just as early in the nineteenth century the brewers had exploited that discretion in order to create a monopoly for the trade. The result is that justices have been subjected to very great pressure, which, upon the whole, they have consistently withstood, and have loyally attempted to exercise their discretion impartially. But it is clear now that the time has come when they should be relieved of this pressure, if possible, and restored once again to the exercise of their proper functions of maintaining the good character and orderly conduct of public-houses. On the one hand, since *Sharpe* v. *Wakefield* (39 W. R. 561; 1891, A. C. 173) and *R.* v. *Justices of Farnham* (50 W. R. 573), it is clear that, if they did so choose to manipulate their discretion, they might abuse it for the furtherance of the views of temperance abolitionists, and do great injustice to the licence-holders. On the other hand, they might, in some instances, be persuaded to pay too much attention to the hardship which withholding licences without compensation would inflict upon the publican. In fact, let the question of compensation be settled, and the question of the licensing authority will soon settle itself. Justices will not then any longer find themselves in the awkward dilemma in which they are now so often placed.

It may be, however, that it would be wise to recognize that the great development of popular local government which has taken place in the last few years has, to some extent, altered the problem to be solved. When the justices were given their discretion they were, as we know, practically despotic in all matters affecting the locality. Now it is the popular vote, giving effect to the popular wish, that must decide all matters affecting the welfare of the neighbourhood. Without any scheme of compensation there might be great danger in transferring to popularly-elected bodies the discretion of the justices so far as it relates to the number of public-houses required by the locality. But once a scheme of compensation has been established—and, as Lord LINDLEY has said, compensation is necessary, because the expectation that a licence will be renewed is founded on human nature and perfectly reasonable, and cannot be ignored by fair-dealing men—the justices might advantageously be relieved of the necessity of determining whether licences should be granted or renewed from that point of view, and might confine themselves to considering how far the requirements of the Legislature with regard to buildings, &c., had been fulfilled, and how far the conduct of the house had been in consonance with the due and proper maintenance of public decency and order.

Such a solution as this would probably do away altogether with the attempted distinctions between the judicial and administrative character of the justices' duties, and as to the nature of their discretion. One thing is undoubted, and that is that all who have to deal professionally with applications before the justices in licensing sessions readily recognize the difficult position in which justices are often placed, and the impartial way in which, as a body, they try to discharge the task which the Legislature has imposed upon them, and which had its origin in very different social conditions. In fact, as was said by Lord BRAMWELL in *Sharpe* v. *Wakefield*, the Legislature has thought it safe to leave an absolute discretion with the justices, and that discretion has been discreetly exercised by justices generally.

Reviews.

Debentures.

A TREATISE ON THE LAW RELATING TO DEBENTURES AND DEBENTURE STOCK ISSUED BY TRADING AND PUBLIC COMPANIES AND BY LOCAL AUTHORITIES. WITH FORMS AND PRECEDENTS. BY PAUL FREDERICK SIMONSON, M.A. (Oxon.), Barrister-at-Law. THIRD EDITION, REVISED. Effingham Wilson; Sweet & Maxwell (Limited).

The course both of statute and of case law with regard to debentures during the last few years has been such as to make it necessary to bring text-books up to date, and this edition of Mr. Simonson's work has given the author the opportunity of making a useful revision. In statute law the most important changes are the provisions of the Companies Act, 1900, with regard to the issue of debentures to the public, and with regard to registration, and these matters will be found to be adequately treated. In case law the most interesting question, perhaps, has been that of the negotiability of bearer debentures, which has been decided in favour of negotiability by *Bechuanaland Exploration Co.* v. *London Trading Bank* (1898, 1 Q. B. 658). Mr. Simonson gives a concise statement of the course of decision which has led up to this result, and he discusses in the same chapter the difficult, though important, question of the effect of a blank transfer. A lengthy chapter is devoted to the methods by which debenture-holders can enforce their security, and a separate section of the work treats of debentures and debenture stock issued under statutory provisions. Numerous forms are given in the appendix, but the form of trust deed is unfortunately given without division into paragraphs. It is needless to emphasize the inconvenience of drafting a lengthy deed in such a manner. The book is a convenient statement of the law of debentures and debenture stock.

Legal History.

A HISTORY OF ENGLISH LAW. By W. S. HOLDSWORTH, M.A., B.C.L., Vice-President of St. John's College, Oxford, Barrister-at-Law. VOL. I. Methuen & Co.

"The historian of a legal system must begin his tale in the days before the law courts have made much law. With the law courts, therefore, the history, not only of the English, but of any legal system, necessarily begins." Such is Mr. Holdsworth's justification of his very natural selection of the law courts as the subject for the first volume of what promises to be an exhaustive and interesting history of English law. With the early history of these courts the student has sufficient opportunity for making himself familiar, though there is undoubtedly room for a clear restatement of this history such as Mr. Holdsworth, with much learning and research, gives. But what bestows upon the volume special value is the later history of the courts, with the changes introduced in recent times by the Judicature Acts. In particular the reader has presented to him an account of the development of the jurisdiction and practice of the Court of Chancery such as has not hitherto, we believe, been available. Ultimately, as is well known, the most striking feature of the court was its abuses, and those who are curious to learn how it got so bad a reputation cannot do better than read Mr. Holdsworth's story of the "Six Clerks," a set of officials who were responsible for much useless trouble and expense, and whose name is preserved in *Ex parte The Six Clerks* in 3 Ves. 589. A chapter is devoted to the Privy Council, bringing the history of this somewhat anomalous tribunal down to recent times, and chapters also to the House of Lords, and to courts ancient and modern with special jurisdiction, such as the Court of Admiralty and the Courts of the Forest. In regard to these new material has recently been furnished by the publications of the Selden Society, of which Mr. Holdsworth makes frequent use. But his research extends also to the most recent matters, and his statement as to the establishment of the Central Office of the Supreme Court in 1879 (p. 417) is illustrated by a reference to the recent case of *Covington* v. *Metropolitan Railway Co.* (1903, 1 K. B. 235), which deals with the effect of the still more recent amalgamation of the taxing offices. The book is a contribution of considerable value to the study of the history of our legal system.

Books Received.

A Practical Guide to the Law of Education, with the Text of all the Acts and Forms. By W. R. WILLSON, B.A. (Oxon), Barrister-at-Law. Sweet & Maxwell (Limited).

Movable Clauses for Adaptation to Drafts of Wills. By W. A. T. HALLOWES, M.A. (Cantab), Solicitor. The Solicitors' Law Stationery Society (Limited).

A Catalogue of Engraved Legal Portraits, Views, and Trials, for Sale by Sweet & Maxwell (Limited).

Result of Appeals.

Appeal Court I.

(New Trial Paper.)

Zamory *v.* Telford. Application of defendant for judgment or new trial on appeal from verdict and judgment, at trial before Mr. Justice Grantham with a common jury, Manchester (set down March 16, 1903). Dismissed with costs. June 19.

Baker *v.* Crookes. Application of defendant for judgment or new trial on appeal from verdict and judgment, at trial before Mr. Justice Phillimore and a special jury, Haverfordwest (set down March 19, 1903). Same *v.* Same. Application of plaintiff for judgment or new trial on appeal from verdict and judgment, at trial before Mr. Justice Phillimore and a special jury, Haverfordwest (set down March 19, 1903). To be referred as to damages; costs of first trial plaintiff's, of appeal and inquiry reserved. June 20.

(Original Motions.)

Reynolds *v.* Thomas Tilling (Limited). Application of defendants for security for costs of appeal (No. 55, New Trial Paper.) Allowed. June 22.

Workmen's Compensation Act. Green *v.* Britten & Gilson. Application of respondents for security for costs of appeal (No. 13, W. C. C.). Allowed with costs. June 22.

Azienda Assicuratrice *v.* Delcomyn. Application of appellants, F. and A. Delcomyn, to withdraw (on terms) appeal (No. 54, K. B. Final List). Allowed with costs. June 22.

Bartram & Sons *v.* Lloyd. Application of plaintiffs for security for costs of appeal (No. 151, K. B. Final List). £15 ordered. June 22.

Bray *v.* Callaway. Application of plaintiff for stay of execution. Dismissed with costs. June 22.

(Interlocutory List.)

Perrott *v.* Stanbridge. Appeal of defendant from order of Mr. Justice Phillimore (set down May 28, 1903). Dismissed with costs. June 22.

Williamson *v.* Gilchrist and the North British Electrical Co. ld. *v.* Williamson. Appeal of defendant Williamson from order of Mr. Justice Grantham (set down May 8, 1903). Dismissed with costs. June 22.

Piper *v.* Glover. Appeal of defendant from order of Mr. Justice Phillimore (set down June 11, 1903). Dismissed with costs. June 22.

Union Bank of Manchester (Limited) *v.* W. Bowden and Others. Appeal of defendants W. S. Adeley and J. Orr from order of Mr. Justice Phillimore (set down June 13, 1903). Struck out for want of appearance. June 22.

Shirley *v.* Kino. Appeal of defendant from order of Mr. Justice Bucknill (set down June 16, 1903). £25 further security by Wednesday next. June 22.

(Original Motion.)

Union Corporation *v.* Charrington and Another. Application of respondents for security for costs of appeal (No. 59, K. B. Final List). Security agreed. June 25.

(Interlocutory List.)

Horner *v.* Labouchere and Another. Appeal of plaintiff from order of Mr. Justice Bucknill (set down June 22, 1903). Dismissed with costs. June 25.

Harris *v.* Goodman & Co. Appeal of defendants from order of Mr. Justice Walton (set down June 23, 1903), advanced by order. Referred to Master Archibald. June 25.

(New Trial Paper.)

Dey and Others *v.* Jeffes. Application of plaintiffs for judgment or new trial on appeal from verdict and judgment, at trial before Mr. Justice Darling and a special jury, Middlesex (set down March 20, 1903). Dismissed with costs. June 25.

Appeal Court II.

(In Bankruptcy.)

In re Pilling (ex parte The Bankrupt). From two orders made by Mr. Registrar Brougham, dated May 6, 1903, respectively (*a*) dismissing the debtor's application for a new first meeting; (*b*) adjudging the debtor bankrupt. Allowed to go back as to adjudication; debtor to pay trustee's and official receiver's costs. June 19.

In re A Debtor (ex parte The Debtor), No. 1,191 of 1901. Dismissed with costs. June 19.

In re A Judgment Debtor (Ex parte the Judgment Debtor), No. 1,027 of 1903. From an order made by Mr. Registrar Giffard, dated May 4, 1903, dismissing the debtor's application to set aside a bankruptcy notice. Dismissed with costs; stay for a week. June 20.

(Final List.)

Perry *v.* Redman. Appeal of defendant from judgment of Mr. Justice Ridley, without a jury, Middlesex (set down July 9, 1902). Dismissed with costs. June 22.

(General List.)

In re Bolton's Estate Act. Russell and Others *v.* Meyrick. Appeal of defendant from order of Mr. Justice Joyce, dated Nov. 22, 1902 (c. a. v. May 21). Dismissed; costs agreed. June 23.

(Interlocutory List.)

In the Matter of the Companies Acts, 1862 to 1893, and in the Matter of the Naval, Military, and Civil Service Co-operative Society of South Africa (Limited). Appeal of Services (Limited) from order of Mr. Justice Buckley (set down May 12, 1903). From No. 30, Chancery Final List, by order. Order in court below discharged; no costs. June 24.

(Final List.)

Roberts and Another *v.* James and Another. Appeal of defendants from judgment of Mr. Justice Walton, without a jury, Welshpool (judgment in London), set down Aug. 1, 1902. Dismissed with costs. June 25.

[Compiled by Mr. ARTHUR F. CHAPPLE, Shorthand Writer.]

Mr. Justice Channell has, says the *Globe*, proclaimed himself a supporter of Mr. Bousfield's Bill for the free defence of poor prisoners. He has addressed a long letter to the Committee appointed by the House of Commons to consider the measure, in which he expresses the view that the establishment of a system of free defence would tend to confirm the confidence of the public in the fairness with which justice administered.

Mr. Justice Grantham will, no doubt, says the *St. James' Gazette*, be aware that while he believes that counsel should not resent his applying to them the charge of deliberately raising false issues, the phrase is one forbidden in the House of Commons. It has been decided that there is nothing objectionable in your informing the House that the hon. member to whom you are referring has been "a monumental instance of inconsistency throughout his political life." Should you say, however, that he has purposely raised a false issue, the Speaker must at once intervene. You may not call a member a guinea-pig, even if you declare him an ornamental one, but should that phrase escape notice, it would be to invite certain correction to characterize it as a rude remark.

Cases of the Week.

Court of Appeal.

Re **THE NAVAL, MILITARY, AND CIVIL SERVICE CO-OPERATIVE SOCIETY OF SOUTH AFRICA.** No. 2. 17th June.

PRACTICE—APPEAL—COMPANY—COMPULSORY WINDING-UP ORDER—FINAL OR INTERLOCUTORY.

This was an application for the security of the costs of an appeal from an order made by Buckley, J., for the compulsory winding up of the company. After some discussion, it was stated that the application would not be pressed if the hearing of the appeal were advanced.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.JJ.) said that it would be convenient that appeals from compulsory winding-up orders should be treated as interlocutory and not as final appeals; and they would put this appeal in the paper for hearing on the next day on which interlocutory appeals were taken.—COUNSEL, *Buckmaster*, K.C., and *Peck; Cozens-Hardy*. SOLICITORS, *J. E. Lickfold; Dollman & Pritchard*.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

Re **A DEBTOR.** No. 2. 20th June.

BANKRUPTCY—BANKRUPTCY NOTICE—COMPANY—LIQUIDATOR—JUDGMENT FOR UNPAID CALLS—SHAREHOLDER—SET OFF—APPLICATION TO SET ASIDE BANKRUPTCY NOTICE—WHEN SET OFF MUST BE EFFECTIVE—BANKRUPTCY ACT, 1883 (46 & 47 Vict. c. 52), s. 4 (1) (g).

This was an appeal by the debtor from a decision of the registrar in bankruptcy dismissing an application to set aside a bankruptcy notice which had been served on him on behalf of the Prospecting and General Developing Co. of West Australia (Limited). The facts were as follows: The debtor was a shareholder in the company, which on the 13th of September, 1900, passed resolutions for voluntary winding up. On the 9th of May, 1901, the company recovered judgment against the debtor for £121 1s. 10d. for calls on shares and £8 5s. 2d. costs, making together £129 7s. This sum not having been paid, the company on the 20th of April, 1903, served the debtor with a bankruptcy notice. The debtor had a claim against the company for over £4,000, and he applied to the registrar to set the bankruptcy notice aside on the grounds that this claim was, within section 4 (*g*) of the Bankruptcy Act, 1883, "a counterclaim, set off, or cross-demand which equals or exceeds the amount of the judgment debt, and which he could not set up in the action in which the judgment was obtained." The registrar dismissed the application. The debtor appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—This is a case of considerable difficulty. For the purposes of this hearing we assume that as between the company which has a claim for unpaid calls and the appellant who is a shareholder in that company there is a claim against the company for moneys due to the appellant which is in excess of the amount due from him for unpaid calls. The company is in liquidation, and the result of that is that after the liquidation claims such as those now advanced by the appellant against the company cannot be set up by him as an answer to an action by the company for unpaid calls. The reason is that after liquidation, although the action is brought in the name of the company, it is really brought by the liquidator for the benefit of the creditors of the company whom he represents. The moment you arrive at that conclusion, then for the reasons given by Bramwell, B., in *Sankey Brook Coal Co.* v. *Marsh* (39 W. R. 1012, L. R. 6 Ex. 185), there is a want of mutuality, and the result is that, assuming a shareholder to have a claim against the company which exceeds the company's claims against him for calls, the shareholder could not set up that defence against the company because the want of mutuality will be a complete answer to any attempt by the shareholder to set off his claim against the company against the claim of the liquidator for calls. Now in the present case the liquidator obtained judgment against the appellant for unpaid calls, and there was no defence by way of set off or otherwise which could be set up against that claim. In these circumstances the liquidator issued a bankruptcy notice under clause *g* of section 4 of the Bankruptcy Act, 1883. The appellant asks to have the bankruptcy notice set aside on this ground: he says that he has within the words of clause *g* "a counterclaim, set off, or cross-demand which equals or exceeds the amount of the judgment debt, and which he could not set up in the action in which the judgment was obtained." It is not disputed that he could not set up this claim in the action in which the judgment was obtained by reason of the want of mutuality. The appellant says that though he could not do that yet by virtue of section 38 of the Bankruptcy Act, 1883, which takes effect when the receiving order has been made and from the date of the receiving order, there would be an effective set off which could be set off against the claim of the judgment creditor. He says that the bankruptcy notice is really the first step in bankruptcy, and by the terms of section 7 of the Act when the petition for bankruptcy comes on to be heard the court would not make a receiving order if it was found that there was a set off which could be set up in the administration in bankruptcy and would put an end to any effective claim by the judgment creditor for the amount of his judgment. In my opinion the question turns on the words of clause *g*, which I have read. Now to what moment of time do those words refer? It seems to me that they must refer to the moment of the hearing of the application to set aside the bankruptcy notice. Has the appellant an effective set off at that moment? It is plain, for the reasons given in the judgment I have referred to, that he has not a set off in respect of which he could at that moment maintain an action against the company. But though he has not an effective set off at the moment of hearing the application to set aside the bankruptcy notice, he says that it is sufficient if he has at that moment a set off which, when the proper time arrives, he could use for the purpose of setting off against the judgment debt. Not without doubt I have come to the conclusion that the words of clause *g* refer to a set off which can be enforced at the moment of the hearing of the application to set aside the bankruptcy notice. I am supported in this view by the words at the end of the clause—"which could not be set up in the action in which the judgment was obtained." In the present instance the appellant could not have set up this set off, but take the case of a debtor who could have set up a set off but did not choose to set it up. It is plain that in such a case he could not ask to have the bankruptcy notice set aside by reason of the words of the section, but the whole of the argument which has been put forward in the present case would apply equally to the case which I have suggested. In these circumstances it seems to me that we ought to construe the words of clause *g* as meaning a set off which is effective at the time of the hearing of the application to set aside the bankruptcy notice and the appeal must be dismissed.

ROMER and STIRLING, L.JJ., delivered judgments to the same effect.—COUNSEL, *Whinney; Hansell*. SOLICITORS, *Blair & W. B. Girling; Haslam & Co.*

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

SACCHARIN CORPORATION (LIM.) *v.* **R. WHITE & SONS (LIM.).** No. 2. 29th April.

PROCEDURE — PATENT — INFRINGEMENT — CLAIM ON SEVERAL PATENTS—SEPARATE CAUSE OF ACTION—PARTICULARS OF OBJECTIONS—DEFENCE—EMBARRASSING DEFENDANT—LIMITATION OF CLAIM—FORM OF ORDER.

This was an appeal from a decision of Farwell, J. The action was brought by the plaintiffs in respect of the alleged infringement of the same twenty-three patents as were the subject of the action in *Saccharin Corporation* v. *Wild & Co.* (1903, 1 Ch. 410). The defendants asked that the plaintiffs might be ordered to specify which of the twenty-three patents they relied on as having been infringed by the defendants, and that an order might be made limiting the trial of the action in the first instance "to such out of the twenty-three patents as should seem just to the court. Farwell, J., made an order that the plaintiffs should limit the action in the first instance to such of the letters patent mentioned in the statement of claim, not exceeding four, as they might select, and they should be at liberty to amend their statement of claim and particulars accordingly. The words "in the first instance" were inserted in the order because they appeared in the defendants' notice of application, so that the relief given was limited to that asked for. The plaintiffs appealed, and by their notice of appeal stated that they would ask that the order might be reversed so far as it directed that the plaintiffs should be limited in the first instance at the trial of the action to such number of the letters patent sued upon not exceeding four as they might select, and that they might be at liberty to proceed to trial on the seven letters patent specified in the particulars delivered by them.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.JJ.) expressed the opinion that the restriction in the number of the patents to be sued upon ought not in the circumstances to be qualified by the words "in the first instance," and the following order was agreed to by the parties: "This court doth order that the order, so far as it directed that the plaintiffs should be limited in the first instance at the trial of this action to such number of the letters patent sued on herein not exceeding four as they might select, be varied. And it is ordered that the plaintiffs be at liberty to amend their statement of claim and particulars of breaches by discontinuing this action except as to seven patents, and by alleging as one cause of action infringement of one or other patent out of a group of three patents, and as an additional cause of action infringement of one or other patent out of another group of four patents. And it is ordered that if the plaintiffs shall not as to any of the patents so sued upon open or proceed upon their case sufficiently to enable the judge at the trial to decide whether any particulars of objections which may be delivered by the defendants are reasonable and proper, the plaintiffs shall be taken to admit that such particulars of objections are reasonable and proper, and a certificate to that effect shall be granted by the judge. And it is ordered that the cost of this appeal and in the court below be costs in the action."—COUNSEL, *Cripps*, K.C., and *Walter; Astbury*, K.C., and *Shaw*. SOLICITORS, *J. H. & J. Y. Johnson; James, Mellor, & Coleman*.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re **CARTWRIGHT. CARTWRIGHT** *v.* **CARTWRIGHT.** Kekewich, J. 9th June.

MARRIAGE SETTLEMENT—COVENANT TO PAY TRUSTEES SPECIFIC SUM—FAILURE TO COMPLY THEREWITH—POLICIES EFFECTED UNDER MARRIED WOMEN'S PROPERTY ACT—SATISFACTION.

Adjourned summons. The testator, W. A. Cartwright, had first been married in 1849, and by that marriage had had six children. Four of them were still living, among whom were the defendants Mrs. Pickworth and James Cartwright. By an indenture of settlement made the 29th of March, 1864, in contemplation of his second marriage, W. A. Cartwright covenanted with J. Amatt and T. Sowerby, their executors, &c., that in case the said marriage should be solemnized W. A. Cartwright in his lifetime or his executors within six months after his death should pay to the trustees of the settlement £2,000 and should

in the meantime pay interest thereon from the date of the said marriage, and it was declared that the said trustees should stand possessed of the said sum of £2,000 on trust to pay the dividends and income thereof to his wife for her life and after her death to pay the same to W. A. Cartwright and his assigns during his life, and after the death of the survivor of the said W. A. Cartwright and his said wife in trust as to both capital and income for the children or child of the said intended marriage and the children or child of the said W. A. Cartwright by his former marriage as the said W. A. Cartwright and his said wife should in manner therein mentioned jointly appoint, and in default of such appointment and so far as such if incomplete should not extend, for all and every the children or child of the said W. A. Cartwright by the former marriage, who being a son or sons should attain the age of twenty-one or being a daughter or daughters should attain that age or marry under that age with the consent of his or her parent or guardian, and to be divided between the said children if more than one in equal shares as tenants in common. There was issue of the second marriage three sons, one of whom died in infancy, while the remaining two were living and of full age. The testator, who died on the 6th of November, 1902, without having paid to the trustees of the settlement £2,000 or any other sum, had, however, on the 2nd and 30th of January, 1873, respectively taken out two policies on his life each for £1,000 under the provisions of section 10 of the Married Women's Property Act, 1870, ". . . A policy of insurance effected by any married man on his own life and expressed upon the face of it to be for the benefit of his wife or of his wife and children or any of them shall enure and be deemed a trust for the benefit of his wife for her separate use and of his children or any of them according to the interest so expressed and shall not so long as any object of the trust remains be subject to the control of the husband or to his creditors or form part of his estate"; and upon each policy there was this recital: "And whereas this policy is effected by the said W. A. Cartwright for the benefit of his wife and children for their separate use in terms of the Married Women's Property Act, s. 10." Upon the death of the testator a sum of £3,200 (including bonuses) became payable in respect of the policies. By his will dated the 17th of April, 1902, the testator gave the residue of his personal estate to his trustees in trust, after payment of his debts, to pay the income to his third wife, who survived him, for her life, and after her death upon trust as well the capital as the income for his children, the defendants Mrs. C. J. Pickworth and the two surviving sons of the second marriage. In the administration of the estate the defendant James Cartwright claimed payment of his share of the sum of £2,000 payable under the covenant in the settlement. The trustees of the will thereupon took out this summons for the determination of the question. Counsel quoted *Re Leyton* (34 Ch. D. 511), *Chichester* v. *Coventry* (L. R. 2 H. L. 95), *Jesson* v. *Jesson* (2 Vernon's Rep. 255), *Davis* v. *Chambers* (7 De G. M. & G. 386), and *Mayo* v. *Field* (3 Ch. D. 587).

KEKEWICH, J.—The question for decision is entirely new as regards the authorities, but it is by no means new in substance or in principle. Stated shortly it is this, whether a covenant in a marriage settlement to pay £2,000 to the trustees of the settlement has been satisfied by policies for that sum effected by the covenantor. The amount actually payable under the policies is by accretion of bonuses considerably more than £2,000, but for the present purpose I disregard that circumstance and assume that the £2,000 payable under the covenant and the £2,000 payable under the policies are in substance identical sums. In considering the question whether a covenant of this kind has been "satisfied," for that, according to the authorities, is a proper form of expression, it must be borne in mind that a man who has covenanted to pay £2,000 or any other sum to the trustees of a settlement can satisfy the obligation of that covenant only by paying that sum to those trustees. He must do what he has covenanted to do and nothing else can be, strictly speaking, a "satisfaction." But a covenantor may if he pleases make a provision which is intended by him to satisfy the covenant, and either because he has so expressed himself or because it is to be so inferred from surrounding circumstances, he may be held to mean that the beneficiaries under the covenant shall take what he has provided for them instead of that which they would take under the covenant. The result is that a beneficiary under the covenant shall take what he has provided for them instead of that which they would take under the covenant. The result is that a beneficiary is put to his election; between the benefit of the covenant and the benefit of the provision he cannot take both. It is necessary to bear that in mind, because the whole question is of intention. I turn now to the covenant. [His lordship here read the terms of the covenant as above set out, and continued:] The life interest given to the settlor would, of course, not be applicable to money coming in after his death, and it is to be observed that the power of appointment is unusual, being only to the husband and wife jointly, and not to the survivor. The settlor having entered into this covenant, some time afterwards effected two policies under section 10 of the Married Women's Property Act, 1870, for the benefit of his wife and children. The effect of that is that the wife and children surviving him take as joint tenants. The children would take whether they attained twenty-one or not, and they would take irrespectively of any power of appointment. The wife, instead of taking a life interest, takes a share which might be more or less in the principal, and a share which might have been much increased by children dying in her lifetime without having severed the joint tenancy. It has been argued that the onus is on those who seek to shew that such a provision is not a "satisfaction." Be it so. There could hardly be a greater difference between two provisions than that which exists here. In the one case a joint tenancy between wife and children without any power of appointment; in the other case, a life interest to the wife with a power of appointment amongst children. It seems to me impossible to conceive that when this gentleman effected these policies he really intended that the children taking under his marriage settlement were to accept what he provided for them under the policies in lieu of what was given them under the settlement. I therefore hold that this is not a case of "satisfaction."—COUNSEL, *R. J. Parker; Leigh Clare; Rolt; Johnston.* SOLICITORS, *Green, Humphry, & Son; Field, Emery, Roscoe, & Medley,* for *Joseph Hands,* Loughborough; *Woosnam & Smith.*

[Reported by ALFRED C. THOMAS, Esq., Barrister-at-Law.]

PUNT *v.* SYMONS & CO. (LIM.). Byrne, J. 7th June.

COMPANY—ARTICLES OF ASSOCIATION—CONTRACT NOT TO ALTER ARTICLES—INVALIDITY OF CONTRACT—SHARES ISSUED NOT BONÂ FIDE.

A company was incorporated for the purpose of taking over and carrying on a furniture business then carried on by S., and the articles provided that S. was to be governing director till his resignation or death, and empowered him while director to appoint other directors and remove directors. It was further provided that if he died while director the trustees of his will should be entitled to exercise his powers of appointment and removal so long as £2,000 of the share capital stood in their names. By the agreement under which the business was transferred to the company it was provided that the company should not at any time alter or attempt to alter the articles of association containing the above provisions, or do or suffer anything to be done in contravention of them. S. remained governing director till his death, when he was the holder of £8,300 out of a total capital of £11,000. He left a will by which he gave £6,300 of his holding in the company to his executors on certain trusts. Subsequently the directors issued shares to new shareholders and a special resolution was passed altering the articles of association in such a way as to deprive S.'s executors of the powers and privileges conferred on them. The executors commenced an action against the company and now moved for an injunction restraining the company, its directors, secretary, and agents, from holding an extraordinary general meeting to confirm the special resolution.

BYRNE, J., held that the company could not contract itself out of its statutory right to alter its articles, and if by doing so it broke its contracts the contractee's remedy lay in damages. But on the evidence the new shares had not been issued *bonâ fide* but to outvote the holders of the greater value in shares, and on the principle of *Fraser* v. *Whalley* (2 H. & M. 10) the directors must be restrained by injunction from availing themselves of advantages so obtained.—COUNSEL, *Levett,* K.C., and *J. B. Matthews; Norton,* K.C., and *Ward Coldridge.* SOLICITORS, *H. C. Barker & Son; H. Savidge.*

[Reported by J. ARTHUR PRICE, Esq., Barrister-at-Law.]

Law Societies.

Solicitors' Benevolent Association.

ANNIVERSARY FESTIVAL.

The forty-third anniversary festival of the Solicitors' Benevolent Association was held on Thursday, the 18th inst., at the Hotel Metropole, the chair being taken by Mr. THOMAS RAWLE. There was the largest attendance for at any rate a couple of decades, the company numbering about 160. Among the guests were Mr. Justice Joyce, Col. Sir Chas. Boxall, K.C.B., Mr. Frank H. Mellor, K.C., Mr. Augustus Helder, M.P., Mr. Charles Bill, M.P., Mr. F. P. Morrell (Oxford), Mr. W. Melmoth Walters, Mr. E. J. Bristow, Mr. Gray Hill (Liverpool), Mr. Richard Pennington, J.P., Mr. A. Wightman, J.P. (Sheffield), Mr. John Hollams, jun., Mr. W. Nocton, J.P., Mr. E. K. Blyth, Mr. Romer Williams, Mr. H. Holland Burne (Bath), Mr. Bourchier F. Hawksley, Mr. W. H. Winterbotham, Mr. W. Binns Smith, Mr. C. J. Blagg (Cheadle), Mr. Septimus Castle (president Liverpool Law Society), Mr. G. Wilkinson (president Newcastle-on-Tyne Law Society), Dr. F. O. Taylor (president Norfolk and Norwich Law Society), Mr. C. A. Case (president Kent Law Society), Mr. A. Pope, Mr. J. B. Pownall (president Ashton-under-Lyne and District Law Society), Mr. Richard W. Tweedie, Mr. W. G. King, Mr. W. Dowson, Mr. C. P. King, Mr. A. Davenport, Mr. H. White, jun., Mr. H. H. B. Walton, Mr. R. G. F. Hilis, Mr. A. Hanbury, Mr. A. G. Whitting, Mr. W. Arthur Sharpe, Mr. J. A. Burrell, Mr. J. M. Johnstone, Mr. W. H. Gray, Mr. C. M. Barker, Mr. W. W. Knocker (Sevenoaks), Mr. G. F. Hohler, Mr. Arnold Trinder, Mr. Ellis W. Talbot (Kidderminster), Mr. H. P. Talbot (Kidderminster), Mr. J. M. Williams, Mr. J. T. Ware (York), Mr. R. J. A. Lumby, Mr. G. H. Bower, Mr. C. W. Oddie, Mr. H. J. Johnson, Mr. A. J. Finch, Mr. E. H. Bartlett, Mr. R. H. Humphreys, Mr. W. A. Atkinson, Mr. W. E. Gillett, Mr. C. G. May, Mr. J. Johnstone (Nottingham), Mr. M. H. Cotton, Mr. L. F. Cotton, Mr. R. A. Edgar (Manchester), Mr. G. A. Knapp-Fisher, Mr. E. F. Turner, Mr. J. F. Milne (Manchester), Mr. T. J. Pitfield, Mr. C. F. Lovell, Mr. R. H. Purves, Mr. F. L. Sutton, Mr. S. O. Purves, Mr. Edgar Davis, Mr. C. L. Smiles, Mr. H. A. Riddle, Mr. F. R. M. Phillips, Mr. W. P. Hughes (Worcester), Mr. C. W. Hill, Mr. J. Turner, and Mr. J. T. Scott (secretary).

After the loyal toasts,

The CHAIRMAN proposed "The Solicitors' Benevolent Association, and may prosperity continue to attend it." He said that they had now come to what he would venture to call business. Their presence in such large numbers was an evidence of what they thought of the society. He had not been prepared for the honour of presiding over such a large and influential meeting of what he might venture to call the leaders of the profession throughout the kingdom. Some forty-five years ago certain public spirited and philanthrophic members of the solicitor branch of

the profession bethought themselves that something could be done in aid of those who were in distress and want, and accordingly in 1858 the association was formed to assist necessitous subscribers who were members of the association, and their widows and families. The association was well received and it was very soon found that if its operations and scope were to be limited to members only—that was to say, the subscribers—it was very much in the nature of an insurance fund, and that it was not altogether of that casual kind which the original members intended it should be. Accordingly in 1862, about forty years ago, the then members empowered the directors to extend relief to the families of non-subscribers, the grants being smaller than those made to the families of members. He thought they would appretiate the fact that that was a very great extension of the charitable objects of the association. The association relieved the necessitous members of the profession and their families whether the members of the profession had been members of the association or not. Therefore the nature and the quality of this great charity was like another great virtue, its "quality was not strained," it fell to the members and non-members alike. All the association cared for and all it wanted to know was that the applicants for relief were in distress and that they were deserving of charity. Then in the early days of the association relief was only granted out of funds arising from the invested capital. Of course in the early days of the association it was very important that its resources should be most carefully husbanded. Its business then was to build up funds. But in 1871 the directors received the sanction of the members to grant relief to the extent of dividends and annual subscriptions. Practically they invested the annual subscriptions except to the extent of the funds needed for the relief actually necessary, but in substance it was all piled up. But then there was a change, and the members allowed relief to the extent of dividends and annual subscriptions, and thus expended the whole of the reliable income, because that could be the only reliable income which arose from the invested funds and from the annual subscriptions. But then the donations and life subscriptions and legacies and special gifts were well used to strengthen the invested capital, the interest of which at the present time was £1,900 a year. He thought they would agree that that was a large outcome from the efforts of a limited number of members of the association who were subscribers to the funds. The fact that the association had got up to £1,900 a year was a very great thing to have done. Now the association carried its work still further, and the board of directors, if the necessity arose, were authorized to use all funds from every source whatever in the relief of present necessities. He thought that was a policy which would commend itself to those present. Although it was the first aim of the association to secure a certain amount of funded resources, still now what was felt was that it was far more important to relieve the distress which existed to-day, and to some extent the future must be left to take care of itself. So that the only opportunity of strengthening the invested capital was by the valuable and substantial legacies which from time to time came in. But, after all, it was to the profession, to the solicitors at large throughout the kingdom, that the association must look for a generous income. And he was astonished when he looked through the list of members of the association to find that they were so comparatively few, and that so small a number of solicitors had joined the association. He conceived it was the duty of every solicitor who could afford it to subscribe a guinea annually to the association. He was bound, if he did what was right, to become a member of the association. Everybody present had done and would do all he could to induce members of the profession who were not members of the association to become subscribers. He hoped that presently Mr. Scott, the secretary, would tell them that the result of this gathering was that there had been a considerable addition to the association of subscribers. There had been one excellent recruit in the person of the President of the Incorporated Law Society. Sir Albert Rollit, who had hoped and intended to be present, had written expressing his regret that he was unable to carry out his intention. He was one of his (the chairman's) recruits as a member of the association. He thought it was interesting to note the stages by which the association had advanced. Taking it, therefore, by decades, he found that in 1872 the relief granted was to the extent of £1,030; in 1882, ten years afterwards, the association distributed £2,602—of course a very substantial increase; in 1892 £4,000 was practically distributed; and in 1902 £5,700—a very satisfactory statement. He hoped the society would go on by the same or a vastly increased gradation until it got to a very much larger figure. It never could go far enough in the interests of charity because they could never get the whole of the way there—there would be always something wanted. Since the last anniversary gathering no less than 255 applicants had been relieved, into 255 homes throughout the country relief had been brought, keeping outside the workhouse those who were connected with the profession either as members of it or as the widows and children of solicitors. And after all there was no such poverty as that of the poor professional man. He could not dig, to beg he was ashamed. Since the institution of the association no less than £110,000 had been spent in works of charity to members of the profession. Of course the association received most pleasant letters of gratitude from many of those who were helped, and this year there was included in the funds a very valuable donation from a gentleman who had been assisted. He had sent a second sum of £100 to the funds. There was one contribution to the funds this year which he thought was absolutely unique. One of the most honoured members of the profession, a great friend of his, the senior partner in a firm of the highest standing who was lately subjected to a most gross and unprovoked series of libels—libels which took the familiar form of post-cards addressed to him at his office, and read, therefore, by every clerk. Of course the wrongdoer was very soon laid by the heels, and eventually made a full retraction and apology, and the costs of the proceedings which had been taken were at once paid. But the libel had been so gross and malicious that his friend felt that the mere payment of the costs of the proceedings and the apology and so forth was really not sufficient to meet the justice of the case. Personal damages were out of the question, but a happy inspiration had struck him, and he had required the libeller to make a donation to the funds of the association. He hoped that the members of the profession would not often be made the subjects of such vicious libels; but he did hope that in any such case they would recollect the precedent. One other point he should like to mention. In the distribution of a fund for charitable purposes he did not suppose there could be better almoners than an association of this description. Upon the board of directors were some of the most experienced and most able members of the profession, and they were presided over by Mr. Morrell, of Oxford, a name which throughout the length and breadth of the profession carried with it everywhere feelings of admiration and esteem. There they might be sure that every case was thoroughly and carefully investigated, and that the distribution of the funds of the association was accompanied by discretion and wisdom. No publicity was given to the cases; there was no canvassing for votes. The board met once a fortnight, or whenever they were wanted, and the only thing was the inquiry whether the case was deserving, and was the applicant in want. Those were the only grounds which the directors had to consider. It was the belief of the members of the solicitor branch of the profession that they were of the greatest use to the general public. They advised them in all relations of life, and they touched them at every point. But so necessary as they were to the general community, and rendering to them as they did such admirable services, candour compelled him to state that they were grosely underpaid in return for those services. Such an association as this, for instance, ought to be able to look for some assistance from the general public; but, strange to say, the wants of the poor lawyers did not receive much sympathy, and certainly no financial aid, from the outside general public. And he understood that was not peculiar to the solicitor branch of the profession; because he was told that the Barristers' Benevolent Association did not get anything from the outside general public. The lawyers had therefore only themselves to rely upon; therefore they realized that charity must begin at home, and unfortunately it must end there with themselves. Well, the supplication of the board for the distressed, the widow and the fatherless, could not be heard in the room, their voices were mute, but they had allowed him to plead their cause that night, and he was very sure that he should not plead in vain when he asked those present to open their hearts to adversity and to aid the good work which was done by this excellent institution.

The toast having been drunk upstanding and with three cheers,

Mr. J. T. Scott (secretary) announced subscriptions and donations to the amount of £1,837, amongst which were the following: Mr. Thomas Rawle, £105; Sir George Lewis, Bart., £100; Sir John Hollams, £52 10s.; Mr. J. W. Howlett, £31 10s.; Mr. Richard W. Tweedie, £26 5s.; Mr. W. F. Fladgate, £26 5s.; Mr. W. H. Gray, £26 5s.; Mr. J. M. Johnstone, £25; Mr. Henry Attlee, £21; Mr. Henry E. Gribble, £21; Mr. W. Melmoth Walters, £21; Mr. Richard Dawes, £21; Mr. T. E. Jennings, £15 15s.

Mr. Bourchier F. Hawksley proposed the health of "The Bench and the Bar." Referring to the bench, he said it was enough to say, indeed it went without saying, that our judges, whether they were law lords, or judges of the Supreme Court, or judges of the High Court, or judges of the county court, or colonial judges, or Indian judges, it would be unnecessary to say that the judges did their duty fearlessly and without favour. They did their duty, they did but their duty, and they thanked them for it. As to the bar, they were told that it had great traditions. The bar was a very close corporation, and he was very glad it was. Theoretically, at all events, the bar was a close corporation which worked without fee and without reward, but that was one of the traditions of the bar.

Mr. Justice Joyce responded on behalf of the bench. He remarked that England was said to be the paradise of lawyers, and no doubt the successful practice of the law did in some instances lead to official positions of considerable importance and eminence, accompanied, should he say, by respectable emoluments. But the occasion of their gathering to-night at the festival dinner of the Solicitors' Benevolent Association was a serious and painful reminder to all of them that many of those who adopted the profession of the solicitor were not able in the keen competition of modern times in professional matters to maintain themselves and make adequate provision for those who were dependent upon them. That was so, he understood, with solicitors. It was still more so with barristers. They had a benevolent society, and the calls upon that society, and no doubt the calls upon this society, had exceeded the resources which were available to meet those calls. He thought that the applications for charity which were relieved by these two associations would long continue to be forthcoming, and he did not think the necessity for the existence of this association and of the Barristers' Benevolent Association would be removed by any reorganization of the fiscal arrangements of society. Speaking to a purely legal audience, he was not going to attempt to tell them anything about the judges which they did not know already. He dared say it was the fact that they did not all see themselves as others saw them. He thought he might say that they were now, as always, fully conscious each of them of his own failings, and he thought, as in the time of Lord Bowen, fully conscious of the failings of one another. But what would be interesting to him and to the judges would be to know what the litigants, what their clients really thought of them. Were there any still so unreasonable as to complain of the length of their bills of costs, or the delay which occurred in the hearing of their cases? In highly civilized states such as the present it must be perfectly obvious to anyone who thought about it that litigation must be an expensive luxury. Of course it was quite impossible that the assistance of highly-trained professional men could be obtained without payment, and

there was no delay—at all events amongst the judges of first instance. An article he had read, written by a very acute and humorous observer of current events, had very much amused him. The writer said that practically the result was this: "If I had to find a job for myself I should like it to be that of a judge—I have the true judicial temperament, I hate work—the gentlemanly ease of a judge of the High Court." That author was speaking of America, and the moral that he drew out of all this was: "If you want to find an immediate result try the scheme of paying the judges, not by time, but by piecework." As a matter of fact that had been tried in this country, for he well remembered Lord Westbury telling him when a student: "If you examine the Bankruptcy Reports in the time of Lord Eldon you will find that Lord Eldon never doubted in a bankruptcy case," the explanation being that he was paid so many guineas for every case he disposed of. But that was a long time ago, and he did not think there was much harm done at the present time by the delay of the judges. In fact, the experience of a modern judge had been that during the first five years after he had been elevated to the bench he generally doubted if he was wrong in his decisions; during the next five years he was perfectly confident he was right; and during the next five years he did not care one straw whether he was right or wrong.

Mr. FRANK H. MELLOR, K.C., returned thanks for the bar. He observed that he had been wishing that the Barristers' Benevolent Association had some such anniversary as this. Their benevolent society was like most benevolent societies—it was very hard up. The funds it had at its disposal were administered with tact and kindness, which, he believed, were unequalled, but he was certain that those at the bar were far more in need than were the solicitors. There was a barrister friend of his, a man of considerable ability, who was not very successful from a monetary point of view, who, owing to no fault of his own, became in financial difficulty and had to apply to a certain county court judge for his discharge, and that county court judge, having heard the history of this gentleman, refused him his discharge, or suspended it on the ground that, having gone to the bar without any friends or any money, he had engaged in rash and hazardous speculation. That judicial interpretation came up for discussion and that county court judge was assured that it was not part of the necessary curriculum for a coming student at the bar, or part of his examination, that he should have a rich maiden aunt in reversion. Those at the bar were threatened with any amount of changes. He did not know how far these changes would go, but he hoped that whatever changes were brought forward they would not be brought forward under the fallacious belief that they were for the benefit of the public. If a change were to take place, in his opinion it must benefit the profession, for any change which benefited the profession must necessarily benefit the public.

Mr. CHARLES J. BLAGG (Cheadle) proposed the toast "The Incorporated and other Law Societies in England and Wales." He said that as solicitors they all looked up to the Incorporated Law Society. For many years past it had done its best to keep out of the ranks of the profession the uneducated and uncultured young men. Also the Law Society had had to undertake the stern and unpleasant duty of casting out from the fold the occasional black sheep that were to be found there, and which would always make their appearance in any profession. But the Law Society had done an exceedingly good work in exercising a legitimate and useful influence in the way of legislation which affected the profession. There were many instances in which their influence had been exerted, not only in favour of the profession, but also in favour of the public generally. What was in favour of the profession was undoubtedly in favour of the public also. He should like to say a good word on behalf of the provincial law societies. He thought they had done a useful work in the profession. They had helped its *esprit de corps*, and they had followed, at a far distance no doubt, the example of the parent society. He had joined the Solicitors' Benevolent Association forty-three years ago, and at about the same time he had insured his life, and he thought that of the two the joining the association was the best investment. The fiscal policy of the association was that they should get all the money they could and that they should distribute it as benevolently as they could to those who were less well off than themselves.

The toast was very cordially honoured.

Mr. GRAY HILL (Liverpool, vice-president of the Incorporated Law Society) returned thanks. He regretted that the president of the society, Sir Albert Rollit, was not present. He had heard with pleasure the remarks of the proposer of the toast as to the useful work which was done by the society. He only wished the whole of the profession understood as clearly how useful that work was, and that the whole of the profession would join the society. The profession numbered some 16,200 members, but the members of the society were only 7,800, and he hoped that those missionaries who went abroad to obtain recruits for the Solicitors' Benevolent Association would at the same time obtain recruits for the Law Society, for indeed it did a great and important work. There were some, especially in the more remote parts of the country, who were under the impression that the Council sat dreaming the happy hours away and occasionally sipping wine round a table. Some of those present had perhaps seen the returns relating to the attendance of the members of the Council recently published in the newspapers. The chairman had attended 120 times in the course of last year, and even he had not attained to the utmost limit. That had been reached by two others. Mr. Pennington was ahead of Mr. Rawle, and Mr. Barker was ahead of Mr. Pennington. He thought that would shew that at any rate there was an endeavour on the part of some members of the profession to do their duty in the state to which they had been called. When he had entered the Council twelve years ago there was in his ill-informed mind some suspicion such as he had mentioned. That idea was quickly dissipated, and he could say after twelve years' experience of the work of the Council, and a long semi-official experience of the work of the committees, that he did not know any body that brought to bear more care, more diligence, and more intelligence to the various questions which came before them than the Council of the Incorporated Law Society. They did not play to the gallery—there were no reporters present—they did not make long speeches, but they did, he thought, get with great rapidity to the gist of the matter in hand. They did devote their best efforts to the public benefit, the benefit of their profession generally, and they addressed their utmost efforts to do what was right, without having the slightest idea of having an axe to grind in the process. There were two matters which were engaging their attention very greatly at the present moment, and one was a matter which he thought should be an additional inducement to solicitors to join the society. The first matter was the society's new buildings. They would cost the society a great deal of money, but he believed the money would be thoroughly well spent. The society would have a most magnificent addition to the existing building. The mere erection of the new rooms would, he thought, be sufficient to bring them a large number of members. The additions would include a room 92ft. long, 45ft. wide, and 25ft. high, and he thought it would be one of the most beautiful rooms in London. There would also be a very fine dining-room and a very fine smoking-room, together with an additional examination-room. Altogether there would be such an improvement that it ought to bring additional members, at any rate in London, and he thought to a considerable extent in the country, to the society. But there was a matter of still more importance, that was the matter of legal education. As they knew, the society's system of legal education, which at one time was a success, had gradually ceased to be sufficient, and the society were now adopting a new system, based, he was glad to say, upon systems which had succeeded—he referred especially to the system in vogue in his own city of Liverpool, also in Manchester and Leeds, wherein the education of the students had been of the best quality. Pressure had been brought to bear upon the articled clerks who attended the lectures, the classes, and the debates, and great success had resulted. That system the Council were going to try, with such modifications and improvements as occurred to them, in London. Probably, however, that system would not be long in existence, for there was a greater object in view. Now he hoped they were in sight of a great school of law or legal university. It had not been the fault of the Council that this system had not been adopted long ago. They began to educate their articled clerks in 1836. They had professed their willingness to join the Inns of Court in the proposed school of law of Lord Selborne, and were supported by Mr. Justice Quain and by Mr. Jevons, of Liverpool, who devoted a great deal of time to the matter. The Council had proposed at that time to join the Inns of Court in founding a legal university. Unfortunately the Inns of Court did not see their way to do it. He was thankful that they saw their way now. There were funds available for a commencement. The proceeds of the sale of New-inn and the proceeds of the sale of Clifford's-inn, amounting altogether to something like £132,000, were available for a fund to begin with. Negotiations were going on between the Law Society and the Inns of Court which, he trusted, would result in the establishment of a legal university. There would be difficulties in the way. That was to be expected. What were the Council there for but to try and remove them? He only wished to make this observation of their friends at the Inns of Court: he trusted that they would fully consider that in this arrangement great consideration was due to the Law Society from the fact that New-inn was an inn belonging to the solicitors, and that the devotion of the proceeds of the sale of that inn to the purpose to which he had referred was due to the action of the Council of the Law Society acting for the society. Also the proceeds of the sale of Clifford's-inn should be regarded in a somewhat similar manner, because to the extent of, he thought, at least half Clifford's-inn was a solicitors' inn. Therefore he trusted that their friends the Inns of Court would consider, having regard to these circumstances, that it was proper that an adequate representation on the governing body should be accorded to the society. He was sure they would meet any suggestions the Council had to make on that subject fairly and reasonably. He did not doubt that working to the same end they would arrive at an end that was satisfactory to all. He regarded this as a matter of very great importance; it was of national importance that there should be a legal university, and it was of great importance to the profession he ventured also to think. It was also of importance to the bar, who were perhaps sometimes the creatures of precedent, that they should be willing to join with the solicitors in becoming what they were nominally, but hardly really at present, one great profession. He did not speak of fusion, he was not referring to that at all. That was a matter about which there was much difference of opinion. He himself thought that the division of labour between the two professions was a natural, proper, and reasonable one. But he thought they ought to be all one body in trying to learn what they could together, imbued with the same spirit, before they came to the parting of the ways, before those whose talents leant towards advocacy went one way, and before those whose talents were in the knowledge of human nature and the being all things to all men, the diplomacy which was one of the most important parts of the solicitors' profession, went in the other direction. He trusted this would commend itself to their friends at the bar, and those who came after them would inherit what they unfortunately had not inherited—that was, the feeling that they were all one, bound together by a common sentiment of honour and a common feeling of duty to the public.

Mr. F. P. MORRELL, M.A. (Oxford, chairman of the Board of Directors) proposed the health of "The Chairman." In the course of his remarks he observed on the importance of a library to the Law Society and expressed a hope that the society was not only going to provide smoking-rooms and dining-rooms and rooms for other like purposes, but that they would improve their library. The library was one of the very best in England, and legal education could not be carried on without books. The chairman had a record to congratulate himself upon. This was one of the very best

festivals the association had held, and this was due entirely to the chairman. The chairman had felt that this was a great society doing a good work for those who, perhaps from ill-health, had been prevented from providing for their wives and children as they would wish, and the society stepped in and gave the needed assistance. It was indeed a worthy society which they as solicitors might well be proud of. Many things were said, he was afraid sometimes truthfully, against solicitors, but no one could say they had not a fellow feeling for the members of their own profession, and that they did not do their very best to help them in distress.

The health was honoured upstanding and with musical honours.

The CHAIRMAN in returning thanks said the festival would not have been a success unless he had had behind him the zealous and indefatigable assistance of the secretary. He knew that he had whipped up every man. Without the assistance of Mr. Scott there would never be a very successful meeting of the association.

A selection of vocal music was performed by Miss Florence Salter, Miss Bertha Salter, Mr. Herbert Harden, and Mr. Frederick Pitman; violin, Miss Marion Savage; pianoforte, Miss Blanche Walker; musical director, Mr. T. Lawler.

Law Students' Journal.

Calls to the Bar.

The following gentlemen were called to the bar on Wednesday:

LINCOLN'S-INN.—C. S. Hartley (certificate of honour, C.L.E. Hilary, 1903), Trin. Coll., Camb., B.A.; C. E. Dibb, C.C.C., Camb., M.A.; Kehr Singh Grewal; Ali Altof, Punjab Univ.; H. C. Lafone, Trin. Coll., Camb., LL.B.; F. R. Bush, Caius Coll., Camb., M.A.; P. M. Beachcroft, Magdalen Coll., Oxford, B.A.; Murtaza Ali; Mirza Hyder-Beg, Christ's Coll., Camb.; A. R. Taylour, Exeter Coll., Oxford, B.A.; Khan Mirza Nusrullah; Pandit Ganga Prasad Misra; Jwala Prasad Varma; Sant Ram Suri; Cyril Hartree, Caius Coll., Camb., B.A.; P. N. Sutherland-Grœme, Pemb. Coll., Camb., B.A.; E. S. Andrew, Worcester Coll., Oxford, B.A.; J. H. Menzies, Glasgow Univ., M.A.; E. W. Martindell, Jesus Coll., Oxford; G. W. H. Tupper, Brasenose Coll., Oxford, B.A.; J. F. More; J. Dunbar; Harnath Sahai Gupta.

INNER TEMPLE.—T. Cuthbertson, B.A., Oxford, holder of a certificate of honour awarded Easter Term, 1903; S. E. Williams, M.A., Camb.; F. H. Norvill, M.B., Lond.; G. J. Oakey, M.A., Camb.; H. P. Murray; C. J. Jackson, M.A., Oxford; G. M. Gathorne-Hardy, B.A., Oxford; H. Montgomery; P. D. Holt, B.A., Oxford; N. W. Smith-Carington, B.A., Oxford; the Hon. V. B. Ponsonby, B.A., Camb.; C. V. Rawlence, B.A., Oxford; W. A. Alexander, B.A., Oxford; J. W. Church, B.A., Oxford; C. M. Halford, B.A., Oxford; H. A. de C. Pereira, B.A., Oxford; J. H. Croysdale, B.A., Camb.; J. A. Williams, B.A., Camb.; C. E. M. Hey, M.A., Camb.; A. Young, B.A., Camb.; A. F. Corbett, B.A., Oxford; M. Wimpfheimer, LL.B., Camb.; E. L. Watt, B.A., Camb.; L. W. J. Costello, B.A., LL.B., Camb.; J. B. Lincoln, B.A., Oxford; P. H. Winfield, B.A., Camb.; M. R. Dixit, Camb.; W. H. N. Secker; M. J. Deen, Camb.; R. B. Sanderson, B.A., Camb.; C. F. R. Gubbins, B.A., Camb.; R. W. Moore; C. E. Bagram, Calcutta; T. Buissinné, B.A., Camb.; H. W. Beveridge, B.A., Oxford; G. H. Khan Aga, Oxford; T. S. Jevons, B.A., Camb.; C. G. J. Dolmage, M.A., LL.D., Dublin; and Balkrishna Bhagwandas, Joshi, Camb., and B.A., LL.B., Bombay.

MIDDLE TEMPLE.—N. G. Chryssafinis, certificate of honour, Trinity Term, 1903, graduate of Univ. of Athens, first class; W. P. Ker, M.A., Aberdeen; H. D. Roberts; W. E. Hughes, B.A. Camb., second class nat. sci. tripos; V. B. Wills; F. A. Coe, B.A., Magdalen Coll., Oxford; R. S. Segar; Suryakant Ramdas, B.A., Christ's Coll., Camb.; G. G. Sutton, LL.B., late scholar of Emmanuel Coll., Camb.; A. K. Turner: V. R. S. R. Balfour-Browne, B.A., honours in jurisprudence, 1902; Sheikh Makbul Hosain, B.A., Allahabad Univ., M.R.A.C., gold medallist, late scholar of the Royal Agricultural Coll., Cirencester; Shaikh Shahid Hosain, B.A., LL.B., Christ's Coll., Camb.; R. L. Prince; J. L. Le Conte; E. B. Sherlock, B.Sc., M.B. Lond.; R. H. Headley, LL.B. Lond.; A. A. Scanlan; F. A. O. Davies; C. W. L. Launspach; P. W. E. Moore, B.A., Durham; R. E. Belilios; Mohammed Razzaq Baksh Kadri, honours, merit certificate holder, Royal Agricultural Coll., Cirencester; Akbar Shah; W. N. Raeburn, M.A., LL.B., Glasgow.

GRAY'S-INN.—T. M. Healy, a member of Parliament and one of his Majesty's counsel in Ireland; J. W. Jones, deputy registrar of the Supreme Court of Hongkong; J. N. A. Phillips, a clerk in the office of the Masters in Lunacy; W. G. Lewis; D. L. Thomas, M.R.C.S., L.R.C.P., medical officer of health and public analyst of the borough of Stepney; G. Jones, M.A., Oriel Coll., Oxford; Bhupendra Nath Chowdhry; Prosanto Kumar Sen, scholar of St. John's Coll., Camb., B.A.; S. T. Raj, B.A., Calcutta Univ.; H. H. Harding, late Senior Scholar of Jesus Coll., Oxford, B.A.; Nirmal Chandra Sen.

It is announced that the full Divisional Court, consisting of the Lord Chief Justice and Mr. Justice Wills and Mr. Justice Channell, will begin its sittings on Monday next, when it is expected that cases in the Crown Paper will be taken.

The statement that the appointment of Alderman Brodie, of Blackpool, to the Commission of the Peace for that borough was the only instance of an ex-policeman having become a magistrate was, says the *Daily Mail*, corrected at the Rochester City police-court. It was stated that one of the magistrates then present, Councillor Joseph Shaw, was formerly a constable in the Metropolitan Force.

The Practice Notes on Taxation of Costs Settled by the Masters in 1902.

THE following is the report of the Scale Committee of the Law Society adopted by the Council on the 19th of June, 1903: Your committee have considered the Practice Notes referred to them by the Council for consideration and report. It is conceived that no objection can be taken to the notes provided (1) they are not issued to the public as having any binding authority and (2) are intended to indicate the charges that would allowed in ordinary cases, and not to fetter the taxing-masters' discretion in giving full effect to the Rules of Court of January, 1902. It will be remembered that before those rules were made members of the Council had interviews with Lord Alverstone, and, having regard to what then took place and to the terms of the new rule, ord. 65, r. 27 (29), it was hoped that the rigidity of taxations was to be modified, and that solicitors were to be reasonably remunerated for their work. The rule in question states: "On every taxation the taxing-master shall allow all such costs, charges, and expenses as shall appear to him to have been necessary or proper for the attainment of justice or for defending the rights of any party." The book, however, has been issued by the Stationery Office with the imprint of the Royal Arms, which gives it the appearance of being issued with the authority of Rules of Court, and it is not confined to indicating a scale of charges to be allowed in ordinary cases, but rather indicates by anticipation the mode in which the masters propose to exercise the discretion vested in them by the rules. To this it appeared to your committee there was a very strong objection, for to do justice between solicitors and their clients or between parties to a litigation in the taxation of costs it is necessary for the taxing-master to consider the circumstances of the case before him and to exercise the discretion which the rules allow him. If the Practice Notes had remained unchallenged the effect of them would have been to substitute the application of fixed rules for the exercise of discretion. This, no doubt, would have relieved the masters of a good deal of trouble, and enabled those masters who doubted their own judgment and discretion to shelter themselves behind a fixed rule. However, during the consideration of the committee's report an opportunity occurred of testing the authority of the Practice Notes, and the Council authorized the committee to support a review of taxation as regards the allowance for instructions for originating summons, which resulted in the Practice Notes being overruled, as fettering the discretion of the taxing-masters. In the case in question proceedings had been commenced by originating summons in the Manchester District Registry. The solicitors for the applicants charged the sum of £5 5s. for "instructions for originating summons," and of this the registrar disallowed £4 4s. In his answers to objections the registrar said that if he had any discretion to increase the item beyond £1 1s. he thought that the fee of £5 5s. was quite reasonable, but in his opinion he had no such discretion. He arrived at this conclusion after consultation with the London taxing-masters, and consideration of the terms of Item No. 65 in Appendix N. of the Supreme Court Rules and the statement on p. 19 of the Practice Notes under the heading of Instructions as follows: "For originating summons: the maximum of £1 1s. under Appendix N., No. 65, will not be exceeded." It appeared to the registrar that the Practice Notes derived authority from ord. 65, r. 27 (37), which gives the taxing-masters power to regulate the practice in regard to taxation of costs so as to secure uniformity upon all taxations so far as may be practicable and expedient. On appeal, Farwell, J., allowed the objections, following on general grounds the case of *McIver* v. *Tate Steamers* (*Limited*) (1902, 2 K. B. 184). With special reference to the Practice Notes he held that the taxing-masters had no authority under ord. 65, r. 27 (37), to fix an absolute minimum or maximum so as to deprive themselves of the discretion which they had under ord. 65, r. 27 (29). In his lordship's opinion the intention of ord. 65, r. 27 (37), was to enable the taxing-masters for the sake of uniformity as a general rule to follow the same lines; to enable them to settle rules which would be the ordinary rules by which they would be guided, but leaving them in special cases the unfettered discretion given by rule 27 (29). The case is reported under the title *Re Ermin* (88 L. T. Rep. 352). The Practice Notes have thus been held to possess no statutory authority, but they indicate how the taxing-masters construe the powers conferred on them by the rules of January, 1902, and the committee have therefore considered them in detail. A few examples from the Practice Notes will suffice to shew how the taxing-masters propose to construe the rule 27 (29), ord. 65. The solicitor having the conduct of the case is allowed by the Rules of the Supreme Court for attending hearing or trial 13s. 4d., or according to circumstances not to exceed £3 3s. (Appendix N., Items 171 and 172). The Practice Notes state (p. 9) that no allowance is to be made for a clerk's attendance looking after witnesses. They state, however, that a surveyor called as a witness is to be allowed from £3 3s. to £5 5s.; in other words, the maximum allowance for a solicitor is the same as the minimum allowance for a surveyor. Again, with reference to drawing cases for counsel's opinion, North, J., held in *Re Mahon* (1893, 1 Ch. 507) that the ordinary charge was 2s. a folio. The Practice Note (p. 16) on this case is as follows: "If cases for opinion are charged in conveyancing at that rate, the case must be closely looked at, and the drawing must be as careful as for a deed. Master may fix a sum for such a case." Again, the full title of the Solicitors' Remuneration Act, 1881, is "An Act for making better provision respecting the remuneration of solicitors in conveyancing and other non-contentious business," and the order therein prescribes the

remuneration of solicitors "in matters of conveyancing and in respect of other business not being business in any action or transacted in any court or in the chambers of any judge or master." The ordinary charge for drawing documents is fixed at 2s. a folio, and for an ordinary attendance the charge is fixed at 10s. It will be seen that both the Act and order in express terms apply to business other than conveyancing. The Practice Notes, however, state (p. 16): "Drawing, charge for, 2s. folio, is strictly limited to conveyancing work." And (p. 6): "Attendance, 10s. will be allowed in conveyancing only, and not in general business." The statement that "no allowance will be made," or the word *nil* frequently recurs, and in many cases in respect of work of which the omission would expose the solicitor to an action for negligence. A more detailed criticism of the notes is contained in the appendix to this report.

APPENDIX.

Abstract.—The reduction from 15s. to 10s. an hour for attending with clerk to compare deeds with abstract is directly contrary to the opinion of the Council and practice of the profession for the last twenty years. (See Note 513 in the Law Society's Digest of 1898.) It is submitted that the taxing office might in fairness be guided in this respect by the spirit of the decision in *Walters* v. *Chinery* (34 SOLICITORS' JOURNAL, 284, 1890), which is to the effect that 10s. an hour is the proper charge for producing deeds.

Accounts, Mortgagees'.—It has hitherto been the practice to allow for drawing these accounts in actions.

Affidavit.—It seems unreasonable to fix the length of an affidavit at not more than five folios in every case. It may be absolutely necessary to supply a copy of the affidavit of documents to counsel. Cases often turn to a great extent upon the non-disclosure of certain documents in the affidavit, and it is necessary for counsel to have a copy of the affidavit or list. Attending to file affidavits has always been allowed in the King's Bench Division. It seems unfair to level other divisions down, especially having regard to the constant tendency to reduce solicitors' remuneration. A fee for searching for affidavits filed should be allowed when a search is necessary.

Agents.—It is not reasonable to fix 7s. as the allowance for correspondence in every case, as the defendant may cause great trouble in effecting service. The discretion should be exercised.

Attendance.—An attendance upon the other solicitor to talk about the proceedings may be most important, and arrangements may be come to by which great expense is saved. An attendance in court without counsel may be very necessary, as in the case of similar points arising in another action, and ought not to be precluded. An attendance in court when counsel is briefed by another solicitor for own client should be allowed in proper cases, as such an arrangement tends to save expense. The attendance to receive money out of court should depend upon the amount. The taxing office has only recently attempted to interfere with the discretion of the masters in certifying attendances. The master who gives his certificate of attendances knows far more about the case than the taxing-master; he has the parties before him, and he is the person best qualified to judge of the value of the attendances. Strong objection is felt to any interference with the certificate of attendances. As regards many of the notes under the head Attendance it is submitted that they might either be omitted altogether or be left to discretion.

Auction.—A picture was recently sold which was an heirloom, under the direction of the court, for £10,500; an allowance might fairly be made for attendance at such an auction. If the note is retained there might be added, "except under special circumstances."

Brief.—The masters should have the widest possible discretion as to the allowance for the instructions for brief. The suggestion that an allowance of one guinea only should be made for instructions for brief on arbitrations or under section 10 of the Companies Act is not reasonable. Arbitrations may and generally do last for days and the brief requires great attention. Summonses under section 10 of the Companies Act generally involve questions akin to fraud and require great care.

Case to Advise.—It is presumed that, if these are to be allowed as between party and party, they will also be allowed as between solicitor and client. At present the masters refuse to allow the costs of a case to advise before an originating summons is issued; it is generally on such a case that counsel advise an originating summons, and the cost of it ought to be properly allowed as part of the cost of the summonses. This is a case which seems absolutely within the last paragraph of r. 37, ord. 65, and it is submitted that solicitors when dealing with such an important branch of procedure should be fairly and liberally paid for skill and care in bringing the subject properly before the court in the first instance.

Certificates of Births.—In a pedigree case copies of these for counsel may be essential, and in a proper case a reasonable fee should be allowed.

Clerk.—If this is not allowed the solicitor's fee should be increased. In nearly every witness action a clerk is necessary to look after the witnesses, and a fee of £3 3s. a day to cover the services of solicitor and clerk is inadequate.

Correspondence.—It would not be safe to allow counsel to come into court without a copy of all the correspondence that the other side have given notice to admit, and the notice to admit is of course an indication of their intention to make use of it. No rigid rule can possibly do justice. Nothing but an inspection of the correspondence by the taxing-master can suffice.

Counsel.—The masters ought not to be fettered in their discretion as to allowing a view, as each case should be dealt with on its merits.

Discovery.—The allowance for costs of inspection is a great improvement, overruling the old practice, which for many years worked gross injustice.

Drawing.—Notices to admit and produce may be of great importance in a non-witness action, and should, it is submitted, be allowed for according to length. The evident desire of the taxing-masters to construe the remuneration order unfavourably to solicitors is referred to in the body of the report.

Duplicate.—See previous remarks as to attendances. It is submitted this is a most important matter, and should be carefully considered. In fixing the allowance in his certificate the master very often halves the fee in duplicate cases, and under this note the taxing office might halve the allowance again. In no circumstance should the taxing-master be at liberty to interfere with the Chancery master's allowances.

Evidence.—In proper cases it would be right that a necessary copy print should be allowed, and the discretion should not be clogged by this note. It is also submitted that Appendix N ought not to be strictly followed, but rather that the later rule 27 (29), ord. 65, should be regarded as overruling Appendix N throughout—and that all necessary work should be fairly paid for as well between party and party as between solicitor and client.

Exhibits.—In proper cases—*e.g.*, where the exhibits are of great number or importance—necessary notices and appointments ought to be regarded as discretionary.

Identify.—The discretion ought to be exercised in cases where more than one attendance to identify becomes necessary.

Instructions.—The Practice Notes under this head must be read or revised in view of the judicial decision in *Re Ermin* (88 L. T. Rep. 352).

Lands Clauses Act.—Great trouble arises if tables of surveyors' fees are laid down without reference to the Institute of Surveyors, but it will be observed that it is only a general guide subject to special circumstances.

Looking up Old Papers.—The masters ought to have discretion to make the allowance for this by way of instructions, as when proceedings have been sleeping for many years it is absolutely necessary work in the interest of the client, and it is only fair that some allowance should be made.

Mortgage Interest.—It is difficult to imagine any reasons why time and trouble in collecting mortgage interest properly incurred should not be paid for. An estate agent would be paid for such work. The rule ought to be to pay, and the exception for such work to be done gratis.

Notice.—See remarks under head Exhibits.

Motions for Injunctions should be treated as trials or witness actions.

Order 31.—See remarks under Exhibits.

Originating Summons.—See *Re Ermin* (88 L. T. Rep. 352) and remarks under Instructions.

Opinion.—It has always been the practice to allow for perusal of counsel's advice on evidence.

Perusal.—The disallowance for perusal of documents under order for discovery seems to be inconsistent with the note under the head of discovery.

Petition.—The practice has been to make no allowance for the perusal of the petition unless it is an originating petition. This works great hardship in cases where proceedings have not been taken for some time, and the masters ought to use fair discretion as to making this allowance.

Security for Costs.—It is submitted that it is unnecessary to require the client's authority for the payment out of these small sums to the solicitors, which are generally paid in by the solicitors themselves.

Term Fee.—It has hitherto been the practice to allow the passing of an order, the setting down of an action, or a consent to the extension of time to carry a term fee. The latter is important, as otherwise it might indicate the use of a summons instead of applying for a consent.

Telephone.—The transaction of business by telephone is increasing and most important, and is a striking instance of the need for an unfettered discretion with no hard and fast rule. It is submitted that there should be no presumption that solicitors would engage in telephonic communications of no intrinsic value, and it should be borne in mind that these communications call a solicitor off from other engagements and work.

Transfer of Shares.—Although 10s. may be sufficient in some cases, in others it may be totally inadequate, especially as transfers generally have to be executed by three or four executors.

Witnesses.—The allowance to a party for loss of time is an improvement. The question of keeping witnesses after they have given their evidence is one which must depend upon the circumstances of each particular case.

Legal News.

Appointments.

Mr. A. W. TIMBRELL, solicitor, of the firm of Timbrell & Deighton, of 44, King William-street, London Bridge, London, E.C., and of Eltham and Mottingham, has been appointed Under-Sheriff of the City of London for the ensuing year.

Mr. R. P. BLENNERHASSETT, K.C., has been appointed a Bencher of the Inner Temple, in succession to the late Mr. L. Field.

Messrs. PEACOCK & GODDARD, of 3, South-square, Gray's-inn, solicitors, have been appointed Solicitors to the General Reversionary and Investment Co. (Limited), in succession to Mr. Harry Shoubridge, who has retired.

Mr. C. G. SYRETT, solicitor, of 45, Finsbury-pavement, London, E.C., has been appointed a Commissioner for Oaths.

Mr. W. F. BARRY, barrister-at-law, and Mr. HENRY C. A. BINGLEY, barrister-at-law, have been appointed Revising Barristers on the South-Eastern Circuit, in succession to Mr. E. BULLOCK and Mr. L. D. POWLES, resigned.

Dr. ROBERT LYALL GUTHRIE, barrister-at-law, has been appointed Deputy-Coroner of North-East London.

Mr. WARMINGTON, K.C., and Mr. ENGLISH HARRISON, K.C., have been elected chairman and vice-chairman respectively of the General Council of the Bar for the ensuing year; and Mr. T. Tindal Methold has been elected treasurer.

Changes in Partnerships.

Admission.

Mr. W. H. Roxburgh, solicitor, of 5, John-street, Bedford-row, London, has taken Mr. C. L. POYSER, of 26, Putney-hill, S.W., into partnership, and the firm will carry on business under the style of Roxburgh & Poyser at 5, John-street, Bedford-row.

Information Wanted.

FLORENCE ADDISON, deceased.—Any one having possession of, or knowing of, the existence of a Will, or Deed of Appointment, executed by Miss Florence Addison, formerly of Cheltenham, in the county of Gloucester, but late of 17, The Grove, Blackheath, in the county of Kent, who died at Blackheath aforesaid, on the 10th day of March last, is requested to communciate with Messrs. Clarke, Rawlins, & Co., of 66, Gresham House, Old Broad-street, London, E.C., the solicitors for the next-on-kin of the deceased.

FRANK RAMSDEN, Esq., J.P., D.L., deceased, late of Hexthorpe, Doncaster, Yorks.—Any solicitor, having prepared a Will for the above, during or since November, 1894, will oblige by communicating at once with Style, Lindsay, & Squarey, solicitors, 3, Union-court, Liverpool.

General.

The Attorney-General, says the *Daily Telegraph*, in the course of his speech at the Lord Mayor's banquet, told an anecdote of Scottish ancestry which was well received. A youthful advocate who had argued a case before several grave and venerable judges so far forgot himself as to express amazement and disgust at their decision. An elderly practitioner quickly rose to pour oil on the troubled waters. "When my young friend is as old as I am," he said, "he will have learned to be neither amazed nor disgusted at anything your lordships may say or do."

"A City Solicitor" writes to the *Times* calling attention to the inadequacy of the staff of the Repayment of Income-tax Department, at Somerset House, to cope with the amount of public business. "I make no charge," he says, "against the department itself, because I gladly recognize the courtesy of the officials and their readiness to do what is possible; but a recent application from my firm, like others, had to take its turn; and, meantime, we were being blamed by our client because the case was not got through with the same expedition which used to characterize the department in days when the work they had to perform was very much lighter. I am told that there is at present an accumulation of sixty or seventy thousand cases waiting to be dealt with; while many of the officials are sacrificing their leisure and working late into the night in a fruitless endeavour to redeem the department from the abuse which is being levelled at it by discontented applicants. Indeed, I have heard it suggested that the only course for applicants for repayment or abatement of income tax to adopt is to address the Chancellor of the Exchequer (or their Member of Parliament) direct, in the hope of getting some attention to an intolerable grievance."

On the 18th inst., says the *Times*, an adjourned sitting was held for the public examination of Mr. William Henry Miles Booty and Mr. Alfred Bayliffe, who had practised in partnership as solicitors, under the style of Booty & Bayliffe, at 1, Raymond-buildings, Gray's-inn. A statement of the partnership affairs shewed liabilities amounting to £200,756 0s. 3d., of which £177,762 9s. 6d. was expected to rank, and assets, consisting mainly of book debts, estimated to produce £111,642 3s. 1d. When the case was called, the assistant official receiver said: In this case, since the adjournment, facts have come to the knowledge of the official receiver with reference to the dealings between the debtors and their clients, tending to shew that the debtors have been guilty of misdemeanours under the Larceny Acts, and in reference to those dealings a report has been submitted to the Director of Public Prosecutions. That being so, in the opinion of the official receiver it is not desirable that the public examination of the debtors should be proceeded with pending the decision of the Public Prosecutor. Mr. Registrar Giffard adjourned the examination until the 10th of December, and, to provide for the event of there being no prosecution, he gave leave to apply to bring the examination on at an earlier date.

Further evidence in support of the principle of the Poor Prisoners' Defence Bill was, says the *Times*, given on the 18th inst. before the Select Committee, of which Mr. Bousfield is chairman. Mr. B. Simpson, principal clerk in the Home Office, stated that he had to deal with a large number of petitions from prisoners, and, while it was not often one came to the conclusion that a person who had been convicted was really innocent, the department would welcome the introduction of the system proposed to be set up by the Bill. There were some cases in which there was no doubt a man was convicted through the wrong defence being tried, and occasionally a case happened in which one could not help thinking that if the prisoner had been defended he would not have been convicted. The practice of the Home Office, he further stated, was to keep free pardons rather closely to the cases in which the Secretary of State was convinced of the innocence of the petitioner. Mr. Buszard, K.C., stated that he was decidedly in favour of the principle that poor prisoners charged with crime should be provided with legal assistance.

After the death of Mr. Samuel Pope, K.C., his friends at the bar and elsewhere felt that a memorial of him should be presented to the Middle Temple, of which he was a bencher and past treasurer. A committee was accordingly formed to carry out the proposal, consisting of Sir Ralph Littler, C.B., K.C., Mr. Pember, K.C., Mr. H. Lloyd, Sir Theodore Martin, Mr. J. C. Rees, Mr. Ashby Pritt, Sir J. Wolfe Barry, Mr. Charles Hawksley, Sir James Marwick, Sir John Hollams, Mr. C. H. Mason (who has since died), with Mr. James Gully as hon. secretary. It was decided that the memorial should take the form of a silver loving cup for the benchers' table, and this was subscribed for by more than 200 friends. The cup is of solid silver, with two massive handles, enriched with scrolls and acanthus leaf ornaments. On one side is a medallion portrait of Mr. Pope, while the reverse panel bears the arms of the Middle Temple. Beneath the medallion is the name "Samuel Pope," and below the date of his year of office as treasurer of the Middle Temple and the date of his death. Round the foot of the cup are inscribed the following lines, which are attributed to Mr. Pember, K.C.:—

"E'en should naught be quaffed from me,
Yet, because I bear his name
May my presence, all the same,
Grace your feasts as erst did he."

The cup was presented to the benchers of the Middle Temple in their hall by Sir Ralph Littler on behalf of the committee and subscribers at a dinner to which the members of the committee had been invited by the benchers. The cup was accepted in graceful terms by the treasurer (the Attorney-General) on behalf of the benchers. A considerable number of both benchers and members of the inn were present on the occasion.

On Monday Mr. Justice Grantham referred to the charge which had been publicly made against him on behalf of the bar of wrongfully accusing its members of raising false issues. He said: "I have never been more astonished in my life at what has been said, remembering the circumstances under which those remarks were made. A well-known King's Counsel was annoyed at what I felt bound to say in the course of a trial in which I had been endeavouring to correct a great wrong which I thought had been done to a man whom I believed to be innocent. Seeing that counsel was very much affected by what I said, and wishing to treat the matter kindly and to cheer him up by trying to close the controversy with a smile, I said what I did. After saying that false issues did not mean falsehood, I said, what has been said thousands of times before in a jocular vein, that counsel were paid to say it. That was turned against me into a charge that I accused the bar of dishonestly doing their work. That never entered into my head; I was speaking, of course, of a criminal case in a criminal court, and of the defence of a man accused of crime. As long as you allow criminals to pay counsel to defend them, so long must you allow counsel to raise false issues, which is only a technical term for drawing the attention of the jury from the merits of the case against them. The words "false issue" are no more a charge of falsehood against the bar than the term false used by medical men when they talk of false membrane. I am told that about 25 per cent. of the people accused of crime are acquitted and not more than 5 per cent. are innocent; I should doubt if so much, considering the very great care that is taken by committing magistrates. How are those 20 per cent. got off? Why, by counsel endeavouring to attract the attention of the jury from the strong points made against them at the trial, and thereby raising what we speak of in a technical sense as "false issues" and getting the jury to think something else by preventing them from thinking the accused guilty.

Last week, says the *Times*, Mr. Long received the representatives of twenty-one metropolitan borough councils, who desire him to get rid of the decision of the Court of Appeal, which had decided that a drain pipe receiving water from two houses became a sewer within the meaning of the Metropolitan Management Act of 1855, by which the burden of reform was taken from the private owner and fell upon the local authority, resulting in an average burden of a halfpenny in the pound on the ratepayers of London. Sir A. Rollit, M.P., said that the precise point was that where two or more houses were served by way of combination drainage and where no record could be found in the shape of an express authority by the local sanitary authority, the cost both of maintenance and repair was held to fall upon the authority. They asked the Government to take up this matter. After the Mayor of Battersea, Alderman Cuffin, and Mr. H. J. Smith (town clerk of Lambeth) had spoken, Mr. Long, in reply, said there was no dispute as to the facts and, he might almost say, the ridiculous condition of things which had arisen. He was invited to ask Parliament to settle in future—when was a drain not a drain, or when it became a sewer? It was not an easy question to carry through Parliament. But there did not seem any reason for confusion in fact or in law between two things which were so essentially different as a sewer and a private drain. As had been pointed out, this question did not affect merely the local authority and the private owner, but it might seriously interfere with public improvements. Certainly in regard to a sewer which a local authority had to maintain they ought to be masters both as to the situation of the sewer, its construction, and everything connected with it before they should be called upon to be responsible for it, and much less to be responsible for its maintenance. He recognized the existence of a very serious difficulty, and that it could be only remedied by the intervention of the Government. He fully accepted the situation, and asked them to be content with his assurance that he would give to the solution of the matter his most careful and earnest consideration.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEKEWICH.	Mr. Justice BYRNE.
Monday, June 29	Mr. Godfrey	Mr. Carrington	Mr. Jackson	Mr. Church
Tuesday 30	R. Leach	Beal	Pemberton	Greswell
Wednesday, July 1	Beal	Carrington	Jackson	Church
Thursday 2	Carrington	Beal	Pemberton	Greswell
Friday 3	Pemberton	Carrington	Jackson	Church
Saturday 4	Jackson	Beal	Pemberton	Greswell

Date	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINFEN EADY.
Monday, June 29	Mr. R. Leach	Mr. King	Mr. Theed	Mr. Farmer
Tuesday 30	Godfrey	Farmer	W. Leach	King
Wednesday, July 1	R. Leach	King	Theed	Greswell
Thursday 2	Godfrey	Farmer	W. Leach	Church
Friday 3	R. Leach	King	Theed	W. Leach
Saturday 4	Godfrey	Farmer	W. Leach	Theed

HIGH COURT OF JUSTICE.

KING'S BENCH DIVISION.

TRINITY SITTINGS, 1903.

CROWN PAPER.

For Argument.

London Vestry of St James and St John, Clerkenwell v Evans Magistrate's case claim under Metropolis Management Act, 1862

County of London The King v Special Commissioners of Income Tax nisi for mandamus to state case (ex parte Wilson and others)

Bedfordshire The King v Eaton Bray R D C nisi for mandamus to provide sewers (ex parte Local Government Board)

Lancashire Lawrence v O'Hara Magistrate's case information under 35 & 36 Vict c 94, sec 3

London Ashley and Smith v Hawke Magistrate's case information under 16 & 17 Vict c 119, sec 7

Met Pol Dist Filer v Thomas Magistrate's case complaint under Bye-Laws of Metropolitan Borough

Glamorganshire Ruther v Ruther Magistrate's case committal for non-payment of money under Summary Jurisdiction (Married Women) Act, 1895

Met Pol Dist Keslake v Board of Trade Magistrate's case information under Merchant Shipping Act, 1894

Yorkshire, E R Walker v Walker Magistrate's case information under 35 & 36 Vict c 94

Maidstone Crispin v Cooper Magistrate's case information under Merchandise Marks Act, 1887

Leeds Towers v Brown Magistrate's case information under Bye-Law 58 of the City of Leeds

Yorkshire, W R Ferrand v Bingley U D C Quarter Sessions special case respts' appl rating

Met Pol Dist The King v G G Kennedy, Esq, Met Pol Mag and London County Council nisi to Met Pol Mag to state case (ex parte Civil Service Co-operative Soc)

London Netherlands Steamboat Co v Mayor, &c, of London Quarter Sessions special case 12 & 13 Vict c 45, s 11 applts' appl rating

Yorkshire, W R The King v C Brady, Esq, and anr Jj, &c nisi for mandamus to appoint valuer under Copyhold Act, 1894 (ex parte Smith's Tadcaster Brewery Co)

Met Pol Dist The King v A R Cluer, Esq, Met Pol Mag and Foot nisi for order to Magistrate to state case (ex parte Staines)

Essex Butt v Snow Magistrate's case information under Public Health Act, 1875, s 95

Wigan The King v Jj of Wigan nisi for certiorari for license (ex parte Reay and anr)

Met Pol Dist Allman v Hardcastle Magistrate's case information under sub-sec 7, sec 60, of Met Pol Act, 1839 (2 & 3 Vict c 47)

Glamorganshire The King v C H Hunton, Esq nisi for certiorari for auditor's disallowances (ex parte Glamorganshire County Council)

Gloucestershire The King v Licensing Jj of Bristol nisi for mandamus to Jj to hear, &c, application for renewal of license (ex parte Whiting)

England The King v Parke nisi for attacht for contempt (ex parte Dougal)

Sheffield Smith v Sibray, Hall & Co Magistrate's case information under Factory and Workshop Act, 1901

Yorkshire, W R Sheffield and South Yorkshire Navigation Co v Barnsley Union and ors Quarter Sessions special case Applts' appl rating

Met Pol Dist High v Billings Magistrate's case complaint under Public Health (London) Act, 1891

Same London County Council v Payne & Co Magistrate's case informations under Weights and Measures Act, 1878, sec 25

Essex Roberts v South Essex Waterworks Co Magistrate's case complaint under South Essex Waterworks Co's Act, 1861 and 1882

Lincolnshire The King v Humber Commercial Ry and Dock Co nisi for mandamus to serve notice to treat for purchase of land, &c (ex parte Schofield, Hagarup and Doughty Co)

Worcestershire Pomeroy and anr v Malvern U D C Magistrate's case informations under Bye-Laws under Public Health Act, 1875

Cambridgeshire Hutchinson v Fison Magistrate's case conviction for malicious injury to property

Cumberland The King v H H Judge Steavenson and Bulgill Coal Co nisi for order to record memorandum of agreement under W C Act, 1897 (ex parte Askew)

Bristol Reed v Goldsworthy Magistrate's case information under 47 Geo III., c 33, s 9

Durham Robinson Bros v Dixon Magistrate's case information under Finance Act, 1898

Southampton Cooper v Hawkins Magistrate's case information under s 4 of Locomotives Act, 1865, 28 & 29 Vict c 83

England The King v Furniss nisi for attacht for contempt of Court (ex parte Henson)

Shropshire The King v Wakeman, Bart, and ors, Jj, &c nisi for mandamus to hear, &c, appln for license (ex parte Lloyd and anr)

Gloucestershire Owner v Hooper Magistrates case information under Truck Act, 1831

Met Pol Dist Mile End Guardians v Hoare Magistrate's case information under Factory and Workshops Act, 1901

Parts of Holland, Lincolnshire West Ham Union v Holbeach Union Quarter Sessions special case 12 & 13 Vict c 45 settlement of pauper

Swansea Black v Tutton Magistrate's case complaint under Merchant Shipping Act, 1894

Yorkshire, W R The King v Jj of W R of Yorkshire nisi for certiorari for order of Sessions (ex parte Ellis and ors—de Crown Point Hotel)

Same The King v Same same (ex parte Sams—de White Hart Hotel)

Same The King v Same nisi for mandamus to hear appln for costs of appeal (ex parte Ellis—de Crown Point Hotel)

Same The King v Same same (ex parte Same—de White Hart Hotel)

In the Matter of a Solicitor nisi for attacht for contempt of Court (ex parte Hopwood)

Suffolk Horan v Hayhoe Magistrate's case information under 32 & 33 Vict c 14

England The King v Newton nisi for attacht for contempt of Court (ex parte Star Newspaper Co)

Met Pol Dist The King v Fordham, Esq, Met Pol Mag nisi for certiorari for conviction (ex parte Polley)

In the Matter of a Solicitor (ex parte Incorporated Law Soc) motion to strike Solicitor off the Roll

Southampton Miles v Hutchings Magistrate's case information under Malicious Damage Act, 1861

Worcestershire The King v Mayor, &c, of Worcester nisi to take off the files return to peremptory mandamus and for attacht against defts for disobedience to same

CIVIL PAPER.

For Argument.

Warwickshire, Birmingham Cramner v Malin County Court deft's appl from Judge Whitehorne

Middlesex, Westminster Stephen v International, &c., Car Co County Court defts' appl from Judge Woodfall

Yorkshire, Leeds Livesey v Harrison & Co County Court pltff's appl from Judge Greenhow

Carnarvonshire, Pwllheli Hughes v Jones County Court pltff's appl from Judge Evans

In the Matter of an Arbitration between Cox and Davy motion by Davy to set aside award

Sussex, Brighton Marston v Brown County Court deft's appl from Judge Martineau

Lancashire, Salford Haworth v Andrew Knowles & Sons ld Accident Soc and ors County Court pltff's appl from Deputy Judge Leresche

Surrey, Southwark Walke v Shannon County Court pltff's appl from Judge

Gloucestershire, Cheltenham Heyden v Tanner County Court deft's appl from Judge Elicott

Middlesex, Clerkenwell Andrew v Ramsay & Co County Court deft's appl from Judge Edge

London Smith v Gold Coast and Ashanti Explorers ld Mayor's Court pltff's appl from the Common Sergeant

Middlesex, Westminster Dorset v Croucher County Court deft's appl from Judge Woodfall

London Gordon v Mining Properties, &c Mayor's Court pltff's appl from the Common Sergeant

In the Matter of an Arbitration between Cowper and Kingsbury U D C motion by Cowper to remit award

Norfolk, Holt Sheringham U D C v Johnson County Court deft's appl from Judge Willis

Kent, Folkestone Taylor v Waring & Gillow Court Court applt's appl from Judge Selfe (W C Act)

Gloucestershire, Bristol Bennett v Richards County Court deft's appl from Judge Austin

Middlesex, Bow Taylor v Lucas County Court deft's appl from Judge Smyly

In the Matter of an Arbitration The London County Council and Tubbs special case stated by Arbitrator
Yorkshire, Sheffield Aizlewood v Mastro Equitable Pioneers Soc County Court defts' appl from Judge Mansel-Jones
Middlesex, Shoreditch Pavyers v Scott County Court pltff's motion as to costs of notice of appl
London Joseph & Co v Kroll and anr City of London Court defts' appl from Judge Rentoul
Gill and ors v Mayor, &c, of Leeds motion to set aside award
Glamorganshire, Pontypridd Seaton and anr v Sprague County Court deft's appl from Judge Williams
Sussex, Brighton Brighton Society, &c, Press v Hoffman & Seal County Court deft Smith's appl from Judge Martineau
Same Nash v Hoffman, Cameron & Seal County Court deft Smith's appl from Judge Martineau
Worcestershire, Great Malvern Griffin v Onslow County Court pltff's appl from Judge
Monmouthshire, Newport Escott v Mayor, &c, of Newport County Court defts' appl from Judge Owen
Middlesex, Westminster Glasier v Buchanan County Court deft's appl from Judge Woodfall

MOTIONS FOR JUDGMENT.

Baynes v Seton
Cooper v Shuttleworth
Watts Morgan v Williams
New Sunlight Incandescent Co v Bradley

SPECIAL CASES AND POINTS OF LAW.

In the Matter of an Arbitration Between

The Mayor, &c, of Tynemouth and the Duke of Northumberland
Same and Trevelyan
Same and Orde
Ewart and the Mayor, &c, of Ludlow
Meltham Spinning Co v Mayor, &c, of Huddersfield

REVENUE PAPER.

Cases Stated.

H H The Nizam's Guaranteed State Ry Co ld and Apthorpe (Surveyor of Taxes) pt hd
The Rev R H Turton and Cooper (Surveyor, &c)

Petition under Finance Act, 1894

Re Herbert Ernest Matthew Davies, dec

APPEALS AND MOTIONS IN BANKRUPTCY.

Appeals from County Courts to be heard by a Divisional Court sitting in Bankruptcy, pending 30th May, 1903.

In re A Debtor (No 15 of 1903) Ex parte The Petitioning Creditors v The Debtor an appl from the County Court of Monmouthshire, holden at Newport
In re W Hartnell (No 6 of 1902) Ex parte The Official Receiver, Trustee v John Bickley an appl from the County Court of Somersetshire, holden at Taunton
In re W Johnson Johnson (No 35 of 1902) Ex parte C J Dibb, Official Receiver and Trustee v W Johnson Johnson, T A and R E E Matthews, and John Wilkinson an appl from the County Court of Lancashire, holden at Manchester
In re A Debtor (No 35 of 1903) Ex parte The Debtor v The Petitioning Creditor an appl from the County Court of Lancashire, holden at Liverpool
In re A Debtor (No 7 of 1903) Ex parte The Debtor v The Petitioning Creditors and the Official Receiver an appl from the County Court of Sussex, holden at Brighton
In re A Holmes (No 70 of 1902) Ex parte A V Hammond v G F Whitworth, Trustee an appl from the County Court of Yorkshire, holden at Bradford

MOTIONS IN BANKRUPTCY for hearing before the Judge, pending 30th May, 1903.

In re J S Balfour Ex parte The Official Receiver and Liquidator of The Lands Allotment Co ld v The Official Receiver in Bankruptcy
In re Same Ex parte The Official Receiver and Liquidator of The House and Lands Investment Trust ld v The Official Receiver in Bankruptcy
In re D H Jacobs Ex parte B D Holroyd, Trustee v Mrs Mary Anne Jacobs
In re W Gerecke Ex parte Andrew Morton v C J March, Trustee
In re A Segal Ex parte Norman Spencer, Trustee v Mrs Annie Segal, alias Annie Gelber, Jacob and Hyman Kramer, Angel Gelber, John Henry Lloyd and Fanny Urban
In re W F Hill Ex parte The Board of Trade v George Albert Knowles, Trustee
In re T McCarthy Ex parte Same v Samuel Henry Rhodes, Trustee
In re R Simcox Ex parte Same v Fred Wallis, Trustee
In re T J Nye Ex parte Mrs Esther Maria Nye v W Dean, Trustee
In re F T Howse Ex parte G H Sawyer, Trustee v Mrs Hannah Howse and Wm Howse
In re Meek, Jones & Co Ex parte Wm Pendle v F W Izard, Trustee

The Property Mart.

Sales of the Ensuing Week.

June 29.—Messrs. WEATHERALL & GREEN, at the Mart, at 2: Leasehold Ground-rents at Shepherd's Bush of the rack annual value of £400; also Two Building Plots, fronting an established road. Solicitors, Messrs. Burgess, Taylor, & Tryon, London. (See advertisements, June 13, p. 5.)

June 30.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER (in conjunction with Messrs. CHANCELLOR & SONS), at the Mart, at 2: Freehold Residential Property at Ashgrove, Sevenoaks, with Freehold Estate of 173 acres, situate in the midst of one of the most picturesque parts of Kent. Solicitor, Campbell Wade, Esq., London.—Streatham: Freehold Residence in Mitcham-lane, with a charming garden running through to Babington-road, near Streatham-common, about five minutes walk from Streatham and a mile from Streatham-common Stations; with possession. Solicitors, Messrs. Hunter & Haynes, London. (See advertisements, June 13, p. 3.)

June 30.—Messrs. ELSWORTH & KNIGHTON, at the Mart, at 1:—27, Collingham-gardens: A well-built modern Family House, overlooking gardens, with right of access thereto, conveniently situated near Gloucester-road Station; 80 years' lease. Solicitors, Messrs. Walker, Martineau, & Co., London. 13, Cornwall-gardens: A Family Residence in pleasant gardens near Kensington-gardens and Gloucester-road Station; modernized, electric light, &c.; long lease. Solicitors, Messrs. Lattey & Hart, London. 45, Prince's-gardens, and Stables: A fashionable Town House, close to Hyde Park, the Museums, and Oratory. Solicitors, Messrs. Lowe & Co., London. 44, Thurloe-square: A medium-sized Family Residence, modernized throughout, electric light; close to the Oratory, South Kensington Museum, and District Railway Station; long lease. Solicitors, Messrs. Robins, Hay, Waters, & Hay, London. (See advertisements, June 20, p. 4.)

July 1.—Messrs. FAREBROTHER, ELLIS, EGERTON, BREACH, GALSWORTHY, & Co., at the Mart, at 2:—Covent-garden, W.C.: Freehold Ground-rent of £34 per annum, secured upon the Horse Shoe Dining Rooms, No. 11, Maiden-lane, with reversion in 14 years to £200 per annum. Nos. 418 and 420, Fulham-road, S.W.: Freehold Ground-rent of £32 per annum, pair of dwelling-houses; reversion in 1937 to £130 per annum. Belgravia, S.W.: Short Leasehold Improved Ground-rents, amounting to £39 per annum, secured upon corner shop, and four sets of stabling; rental value £269.—Solicitors, Messrs. Pitman & Sons, London. (See advertisements, June 13, p. 22.)

July 1.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—Long Acre: Two valuable Freehold Shops and Premises, let on repairing leases at rentals amounting to £130.—Enfield: Valuable Freehold and Copyhold Properties, having frontages to Chase-side and Parsonage-lane. Solicitors, Messrs. Peacock & Goddard, London.—Chelsea: Freehold Ground-rents, amounting to £80 per annum, with reversions to the full rack-rentals in 1942, estimated at £1,886 per annum. Solicitors, Messrs. Hastie, London.—In One Lot, a valuable Freehold Ground-rent of £10 per annum, secured upon the fully-licensed premises known as the Colvill Tavern, No. 72, King's-road, Chelsea, leased for 99 years from June 24, 1843, at the above nominal ground-rent; the reversion to the rack-rental will fall into possession in 1942. Solicitors, Messrs. Oldfield, Bartram, & Oldfield, Messrs. Pike, Price, & Corfield, and Messrs. Hastie, London. (See advertisements. this week, back page.)

July 2.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:

To about £20,050, Consols and Railway Stock; lady aged 66; see particulars. Solicitors, Messrs. Milles, Jennings-White, & Foster, London.

To Consols, &c., value £12,000; three lives aged 77, 67, and 37. Solicitors, Messrs. Travers-Smith, Braithwaite, & Robinson, London.

To £10,000, on Mortgage, subject to certain contingencies; two ladies aged 73 and 47. Also to a Moiety of £2,000; lady aged 73. Solicitors, Messrs. Bircham & Co., London.

To £600; lady aged 63, and a gentleman aged 66. Solicitor, R. H. Gaby, Esq., Hastings.

To a Moiety of £3,481 13s. 6d.; lady aged 81. Solicitor, Grantham R. Dodd, Esq., London.

To One-fourth of Trust Funds, represented by India Stock, &c., value £25,244; gentleman aged 69 and a lady aged 70. Solicitors, Messrs. Caprons, Hitchins, Brabant, & Hitchins, London.

To One-fourth of Trust Funds, India Stock, &c., value £25,244; gentle man aged 69 and lady aged 70. Solicitors, Messrs. Caprons, Hitchins, Brabant, & Hitchins, London.

To One-eighth of £8,000 in Colonial and Railway Stocks; lady aged 69, provided the reversioner, aged 42, survive her. Solicitors, Messrs. Tarry, Sherlock, & King, London.

POLICY OF ASSURANCE for £1,000 in the Royal Insurance Co., on life 65; premium £18 16s. 8d.; bonuses, £357 10s. Solicitors, Messrs. Winder, Bolton.

SHARES IN VARIOUS COMPANIES: Reversionary and General Securities Company.—20 Ordinary Shares of £10 each, fully paid. Dartford Gas Company.—36 Shares (Class A) of £10 each, fully paid, and 51 ditto (Class B). Utah Light and Power Company.—6,000 dols. 5 per Cent. Bonds, 6,000 dols. 8 per Cent. Preferred Stock, and 4,000 dols. Common Stock. Solicitors, Messrs. Underwood, Son, & Piper, and Messrs. Loughborough, Gedge, Nisbet, and Drew, London.

(See advertisements, this week, back page.)

July 2.—Messrs. C. C. & T. MOORE, at the Mart, at 2:—Stepney: Leasehold House, let at £26 per annum. Solicitors, Messrs. Fook, Chadwick, Arnold, & Chadwick, London.—Victoria Park and Bethnal Green: 352, Old Ford-road, overlooking the park, let at £28, and the Shop, 110, Green-street, let at £45. Solicitor, P. J. Rutland, Esq., London.—Upton Park: Freehold Dwelling-houses, let at £642 4s. per annum. Solicitor, J. Brunskill, Esq., London.—Manor Park: Freehold Houses, near electric trams. Solicitor, S. R. Letchford, Esq., London.—Canning Town: Freeholds, let to West Ham Corporation at £48.—Maryland Point: Freehold Houses, let at £93 12s., and leasehold, let at £145 12s. Solicitors, Messrs. Bellord & Coveney, London.—Victoria Park-road, N.E.: A Double-fronted Residence, value £55. Solicitors, Messrs. Francis & Calley, London.—South Hackney: Leasehold Residence, let at £40 per annum. Solicitors, Messrs. Wade & Co., Essex.—Woodford, close to George-lane Station: Four Freeholds, let at £24 each per annum. Solicitors, Messrs. Pettiver & Pearkes, London.—Commercial-road, E.: Three newly-built Leasehold Shops, producing £90 16s. per annum. Solicitors, Messrs. Coldham & Birkett, London. (See advertisements, June 13, p. 8.)

July 2.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2:—Hampstead: A Freehold Residence, occupying a grand position, on high ground, about five minutes' walk from the Finchley-road stations, in all upwards of a quarter of an acre; with possession. Solicitors, Messrs. Baylis, Pearce, & Co., London.—Muswell-hill: A Freehold Residence, on high ground, a few minutes' walk from the station, and near the Alexandra Palace and Park; let until Michaelmas, 1904, at £35 per annum. Solicitor, F. Hertslet, Esq., London. (See advertisements, June 13, p. 3.)

July 2.—Messrs. DOUGLAS YOUNG & CO., on the Estate, at 4:—Chingford: 133 Freehold Plots, having frontages of from 20ft. to 50ft., and depths of from 160ft. to 300ft. Solicitors, Messrs. Wm. A. Crump & Son, London. (See advertisements, June 18, p. 5.)

July 2.—Messrs. STIMSON & SONS, at the Mart, at 2:—Balham High-road: Freehold Ground-rents of £47 16s., £20, and £30 10s., secured upon eleven Residences, with reversion to rack-rents of £585 12s. Solicitor, H. E. Herman, Esq., London. (See advertisement, June 13, p. 7.)

July 3.—Messrs. THURGOOD & MARTIN, at the Mart, at 2:—Fleet-street: The Mitre, Mitre-court, a fully-licensed tavern, situate between Fleet-street and the entrance to the Temple, with No. 1, Hare-place (house and offices), adjoining. Also Nos. 143 and 144, Fleet-street, two shops, on the north side of Fleet-street, at the corner of Three Falcons-court, producing a rental of £590; let on leases expiring in 1905. Solicitors, Messrs. Hedges & Davis, London.—Essex, Colne Engaine: Over Hall, within a drive of Colchester, near two packs of hounds, with comfortable family house, about 161 acres in area. Solicitors, Messrs. Holt, Beever, & Crowdy, London.—Oxford-street: A Leasehold Profit Rental of £50 per annum. Solicitor, Richard Page, Esq., Manchester. (See advertisements, June 20, p. 4.)

Result of Sale.

Messrs. C. C. & T. Moore sold at the Mart, last Thursday, properties in East London, for £7,000: the Freeholds, Nos. 20, 22, and 24, High-street, Stepney, £3,400; and the leaseholds, Nos. 167, 169, 171, 173, 175, and 177, Stepney Green, £2,570.

Winding-up Notices.

London Gazette.—Friday, June 19.

JOINT STOCK COMPANIES.

Limited in Chancery.

Bridgewater Spinning Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to W. Kevan, Bolton. Sale & Co, Manchester, solors for liquidator

British Empire Finance Corporation, Limited—Creditors are required, on or before July 31 to send their names and addresses, and the particulars of their debts or claims, to Jas. Stewart, Winchester House, Old Broad st

Charles L. Young & Co, Limited—Creditors are required, on or before Aug 4, to send their names and addresses, and the particulars of their debts or claims, to Alexander Holm, 73, Cannon st

E. & A. Miles, Limited—Creditors are required, on or before July 27, to send their names and addresses, and the particulars of their debts or claims, to John Henry Jenks, 3, 4, and 5, Broad st House, New Broad st. Stileman & Neate, Southampton st, Bloomsbury sq, solors for liquidator

Electric Tramways Construction and Maintenance Co, Limited—Petn for winding up, presented June 18, directed to be heard June 30. Webb & Co, Essex st, Strand, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 29

Fothergill's Tobacco Stores, Limited—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to William Frank, Park chmbrs, Westgate st, Cardiff

Grand Pump Room Hotel Co of Bath, Limited—Creditors are required, on or before July 18, to send their names and addresses, and the particulars of their debts or claims, to Ashton Ashbee, West View, Upper Wells rd, Bath. Gill & Bush, Bath, solors for liquidator

Granite Corporation, Limited (in Liquidation)—Petn for winding up, presented June 17, directed to be heard June 30. Ashurst & Co, Throgmorton av, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 29.

Hulland & Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before Aug 5, to send their names and addresses, and the particulars of their debts or claims, to Arthur Gerald Chifferiel, 4, Bloomsbury pl, Bloomsbury sq. Edell & Gordon, King st, Cheapside, solors for liquidator

Kingswood and Parkfield Collieries Co, Limited (in Liquidation)—Creditors are required, on or before Aug 8, to send their names and addresses, and the particulars of their debts or claims, to John Henshaw, Lodge Hill, Kingswood, Bristol

Industrial Inventions Development Co, Limited—Petn for winding up, presented June 17, directed to be heard June 30. Twyman, Poultry chmbrs, Poultry, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 29

Leeds Advertising Agency, Limited—Creditors are required, on or before Aug 3, to send their names and addresses, and the particulars of their debts or claims, to John E. Harrison, Bond st, Leeds. Bowling & Sons, Leeds, solors for liquidator

Parishes Steam Jacketted Cooker Co, Limited—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to Edmund Bland, St Martin's Leicester

Seaside Hotels, Limited—Petn for winding up, presented June 11, directed to be heard June 30. Smith & Hudson, Mincing ln, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 29

London Gazette.—Tuesday, June 23.

JOINT STOCK COMPANIES.

Limited in Chancery.

B D L Syndicate, Limited—Petn for winding up, presented June 19, directed to be heard July 7. Westbury & Co, Old Broad st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 6

British West Africa and Ashanti, Limited—Creditors are required, on or before July 15, to send their names and addresses, and the particulars of their debts or claims, to H. T. Godwin, 11, Queen Victoria st

Hooknorton Ironstone Partnership, Limited (in Liquidation)—Creditors are required, on or before July 23, to send their names and addresses, and the particulars of their debts or claims, to Sidney Thomas Ellis, 55, Thurlow Park rd, West Norwood

"H" Syndicate, Limited—Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to Frank Anthony Labouchere, Salisbury House, London Wall. Stephens, Lloyd's av, solor for liquidator

Industrial Inventions Development Co, Limited—Petn for winding up, presented June 17, directed to be heard June 30. Twynam, Poultry chmbrs, Poultry, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 29

Morata Railway and Iron Mines Co, Limited—Creditors are required, on or before Aug 18, to send their names and addresses, and the particulars of their debts and claims, to Monsieur Jean Baptiste Darboy, 32, Rue des Côtes, Maisons-Lafitte près Paris

Provincial Credit and Trading Co, Limited—Petn for winding up, presented June 18, directed to be heard at the Court house, Mawdsley st, Bolton, on July 8, at 11. Foley, 17, Acresfield, Bolton, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 7

Scottish Sharpshooters Association, Limited (in Liquidation)—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Lieut.-Col. Thomas Alexander Hill, care of Messrs. Kimbers & Boatman, 79, Lombard st. Kimbers & Boatman, solors to liquidator

Stockton High Schools Co, Limited—Creditors are required, on or before July 4, to send their names and addresses, and the particulars of their debts or claims, to Frank Brown, Stockton-on-Tees

Creditors' Notices.

Under Estates in Chancery.

Last Day of Claim.

London Gazette.—Tuesday, June 16.

Turnbull, Maria, Saltburn by the Sea, Lodging-house Keeper July 15 Ilderton v Turnbull, Joyce, J Jackson, Queen's ter, Middlesbro'

London Gazette.—Friday, June 19.

Steel, James Joseph, Liverpool, Tobacco Merchant July 20 Steel v Turton, Registrar, Liverpool Bewley, Harrington st, Liverpool

London Gazette.—Tuesday, June 23.

Cronheim, Henry, Wellington rd, St John's Wood, Stock and Share Dealer Aug 6 Hart & Co v Cronheim and J. J. Hands, Byrne and Buckley, JJ Hands, London Wall

Houghton, Harmer Frederick, Norwich, Rate Collector July 24 Scottish Employers Liability and General Insurance Co v Houghton, Byrne and Buckley, JJ Bracey, Bank st, Norwich

Bankruptcy Notices.

London Gazette.—Friday, June 19.

RECEIVING ORDERS.

Ash, William, and James Hamilton Mart Willis, Wakefield, Maltsters Wakefield Pet June 17 Ord June 17

Atkinson, John, Barrow in Furness, Ironmonger Barrow in Furness Pet June 16 Ord June 16

Baines, John Henry, East Ham, Grocer High Court Pet June 15 Ord June 15

Braven, James John, Sparkford, Somerset, Farm Bailiff Yeovil Pet June 17 Ord June 17

Brown, William Speakman, Blackpool, Stock Broker Liverpool Pet June 16 Ord June 16

Bunstead, Charles Henry, Walton, Suffolk, Baker Ipswich Pet June 15 Ord June 15

Charge, William, Worcester, Hop Factor's Manager Worcester Pet June 17 Ord June 17

Costa, J Paxton, St Paul's churchyard, Dentist High Court Pet May 19 Ord June 16

Daniel, Robert Dowley, East Acton, Contractor Brentford Pet May 1 Ord June 16

De Louth, De Wykeham Chapman, Tavistock cres, Westbourne Park High Court Pet May 16 Ord June 16

Dickinson, Joseph Thomas, Bury, Insurance Agent Bolton Pet June 16 Ord June 16

Ellis, Tom, Holbeck, Leeds Leeds Pet June 17 Ord June 17

Farrar, Squire, Purston, Yorks, Miner Wakefield Pet June 15 Ord June 15

Fergusson, William Arthur, Bethnal Green, Tailor's Assistant High Court Pet June 15 Ord June 15

Henderson, Charles, Rochdale, Monumental Mason Rochdale Pet June 8 Ord June 17

Holman, Benjamin Fenn, Carlton Colville, Suffolk, Painter Gt Yarmouth Pet June 16 Ord June 16

Hope, William Sipling, Kingston on Hull, Wheelwright Kingston on Hull Pet June 15 Ord June 15

Johnson, Herbert, Eastwood, Notts, Grocer Derby Pet June 17 Ord June 17

Johnson, Walter Frank Charles, Hornsea, Yorks, Grocer Kingston on Hull Pet June 16 Ord June 16

Johnson, William, Birmingham Birmingham Pet June 17 Ord June 17

Leach, George, Accrington, Labourer Blackburn Pet June 15 Ord June 16

Llewellyn, Walter Samuel, Cardiff, Colliery Proprietor Cardiff Pet June 15 Ord June 15

Obermann, Fanny, Leeds, Grocer Leeds Pet June 13 Ord June 16

Oliphant, Edward, Newcastle on Tyne, Grocer Newcastle on Tyne Pet June 13 Ord June 15

Osborne, T, Stoke Newington, Builder Edmonton Pet May 26 Ord June 15

Painter, George, Hammersmith, Horse Dealer High Court Pet May 19 Ord June 17

Pennington, Joseph, Bolton, Provision Dealer Bolton Pet June 16 Ord June 16

Percival, Daniel, Appleton, Chester, Farmer Warrington Pet June 16 Ord June 16

Porter, Charlotte, Norwich, Brickmaker Norwich Pet June 16 Ord June 16

Reed, Robert Whiley, Burgh le Marsh, Lincs, Cycle Dealer Boston Pet June 3 Ord June 17

Rees, Brychan J, Tenby, Pembroke, Veterinary Surgeon Pembroke Dock Pet June 5 Ord June 15

Rogers, William, Mapperley, Notts, Furniture Dealer's Manager Nottingham Pet May 27 Ord June 15

Saunders, John, Bexhill, Chemist Hastings Pet June 15 Ord June 15

Smith, Samuel, Lower Gornal, Sedgley, Staffs, Plumber Dudley Pet June 15 Ord June 15

Street, John, Thurnscoe, Yorks, Coal Miner Sheffield Pet June 16 Ord June 16

Tillotson, Alfred, Wandsworth, Decorator High Court Pet June 17 Ord June 17

Wall, James, Cinderford, Glos, Painter Gloucester Pet June 16 Ord June 16

Whalley, Ada, Hampstead, Artist High Court Pet June 16 Ord June 16

FIRST MEETINGS.

Baines, John Henry, East Ham, Grocer July 2 at 11 Bankruptcy bldgs, Carey st

Beeby, Frederic Vickers, Belgrave, Leicester, Commission Agent June 29 at 12 Off Rec, 1, Berridge st, Leicester

Bingham, John Henry, Long Eaton, Derby, Clerk June 27 at 11 Off Rec, 47, Full st, Derby

Carr, Henry George, Seven Kings, Ilford, Dealer in China July 1 at 12.30 Shirehall, Chelmsford

Charge, William, Worcester, Hop Factor's Manager June 27 at 11.30 45, Copenhagen st, Worcester

Comfort, Ernest Louis, Lower Southend on Sea, Yacht Designer June 29 at 12 14, Bedford row, London

Costa, J Paxton, St Paul's churchyard, Dentist July 3 at 11 Bankruptcy bldgs, Carey st

De Louth, De Wykeham Chapman, Westbourne Park July 3 at 12 Bankruptcy bldgs, Carey st

Dickinson, Joseph Thomas, Bury, Insurance Agent June 30 at 2.30 19, Exchange st, Bolton

Dowson, Joseph, Tunbridge Wells, Outfitter July 1 at 12.30 24, Railway app, London Bridge

Farrar, Squire, Purston, Yorks, Miner and Cab Proprietor June 29 at 11 Off Rec, 6, Bond terr, Wakefield

Fergusson, William Arthur, Bethnal Green, Tailor's Assistant July 2 at 12 Bankruptcy bldgs, Carey st

Grover, Montague Herbert, Pontypridd, Glam, Solicitor June 30 at 12 135, High st, Merthyr Tydfil

Higgins, Stephen, East Finchley July 1 at 12 Bankruptcy bldgs, Carey st

Hollands, James Andrews, Marlow, Builder June 27 at 12 1, St. Aldate's, Oxford

Hull-Neck, James, St John's Wood July 1 at 11 Bankruptcy bldgs, Carey st

King, Arthur William, Witney, Oxford, Poulterer June 27 at 11.30 1, St Aldate's, Oxford

King, Edward Peter, Bournemouth, Hotel Proprietor June 27 at 12.30 Off Rec, Endless st, Salisbury

Kirk, George, Weybridge July 1 at 11 24, Railway app, London Bridge

Leavers, Arthur Curtis, West Bridgford, Notts, Commission Agent June 29 at 12 Off Rec, St Peter's gate, Nottingham

Levy, Sion, Sale, Cheshire July 1 at 2.30 Off Rec, Byrom st, Manchester

Mander, Vincent Albert, Clanricarde gdns, Hyde Park July 1 at 2.30 Bankruptcy bldgs, Carey st

Mason, Edward, Upper Kennington ln, Carman July 3 at 2.30 Bankruptcy bldgs, Carey st

Murray, G J, St Paul's churchyard June 30 at 2.30 Bankruptcy bldgs, Carey st

Nightingall, Robert, Worcester Park, Surrey, Steeplechase Jockey June 30 at 11.30 24, Railway app, London Bridge

Noble, Alexander John, East Ham, Engine Fitter July 2 at 2.30 Bankruptcy bldgs, Carey st

Obermann, Fanny, Leeds, Grocer June 29 at 11 Off Rec, 23, Park row, Leeds

Palmer, Thomas Joseph Mills, Norwich, Solicitor June 30 at 3.30 Off Rec, 8, King st, Norwich

Pennington, Joseph, Bolton, Provision Dealer June 30 at 3 19, Exchange st, Bolton

Pyett, John, Anerley, Builder June 30 at 12 24, Railway app, London Bridge

Strickland, Charles, Finsbury Park, Carman July 1 at 11 Bankruptcy bldgs, Carey st

Tillotson, Alfred, Wandsworth, Surrey, Decorator July 3 at 12 Bankruptcy bldgs, Carey st

Toplis, Charles Sylvester, Carlisle, Designer June 30 at 12 Off Rec, 34, Fisher st, Carlisle

WALL, JAMES, Cinderford, Glos, Painter June 27 at 12 Off Rec, Station rd, Gloucester
WHALLEY, ADA, Hampstead, Artist July 2 at 12 Bankruptcy bldgs, Carey st
WOOD, JOHN, Tunbridge Wells, Corn Merchant July 1 at 11.30 24, Railway app, London Bridge

ADJUDICATIONS.

ANDREWS, FRANK REGINALD, Queen Victoria st, Solicitor High Court Pet May 12 Ord June 16
ASH, WILLIAM, and JAMES HAMILTON MART WALLIS, Wakefield, Maltsters Wakefield Pet June 17 Ord June 17
ASHBY-DARBY, GERALD SORTON, Paddington st, Baker st, Solicitor High Court Pet Oct 27 Ord June 15
BAINES, JOHN HENRY, East Ham, Grocer High Court Pet June 15 Ord June 15
BALDWIN, OLIVER, Scarborough, Milliner Scarborough Pet May 13 Ord June 16
BARKER, JOSEPH HENRY, Hereford Hereford Pet March 6 Ord June 16
BEAVEN, JAMES JOHN, Sparkford, Somerset, Farm Bailiff Yeovil Pet June 17 Ord June 17
BORISSOFF, LOUIS, Gt Dover st, Southwark, Tobacconist High Court Pet May 11 Ord June 15
BROWN, WILLIAM SPEAKMAN, South Shore, Blackpool, Stock Broker Liverpool Pet June 16 Ord June 16
BUMSTEAD, CHARLES HENRY, Walton, Suffolk, Baker Ipswich Pet June 15 Ord June 15
CHARGE, WILLIAM, Worcester, Hop Factor's Manager Worcester Pet June 17 Ord June 17
CHATTOR, CLERVAUX ARTHUR, Darlington Stockton on Tees Pet May 5 Ord June 15
CURZON, ASSHETON NATHANIEL, Stanhope gdns, Gloucester rd High Court Pet Feb 16 Ord June 15
DAVISON, ARTHUR WILLIAM, Shepherdess walk, City rd, Licensed Victualler High Court Pet May 4 Ord June 16
DICKINSON, JOSEPH THOMAS, Bury, Lancs, Insurance Agent Bolton Pet June 16 Ord June 16
ELLIS, TOM, Holbeck, Leeds Leeds Pet June 17 Ord June 17
FARRAR, SQUIRE, Purston, Yorks, Miner Wakefield Pet June 15 Ord June 15
FERGUSSON, WILLIAM ARTHUR, Bethnal Green, Tailor's Assistant High Court Pet June 15 Ord June 15
GALLOWAY, MARY ISABELLA, Low Fell, Gateshead, Confectioner Newcastle on Tyne Pet June 4 Ord June 17
HARRISON, BENJAMIN, Oldham, Soap Manufacturer Oldham Pet May 13 Ord June 13
HOLLANDS, JAMES ANDREWS, Marlow, Builder Aylesbury Pet June 5 Ord June 17
HOLMAN, BENJAMIN FENN, Carlton Colville, Suffolk, Painter Gt Yarmouth Pet June 16 Ord June 16
HOPE, WILLIAM SIPLING, Kingston upon Hull, Basket Maker Kingston upon Hull Pet June 15 Ord June 15
HUNT, HERBERT EDWIN, Sparkhill, Commission Agent Birmingham Pet June 11 Ord June 15
JOHNSTONE, HERBERT, Eastwood, Notts, Grocer Derby Pet June 17 Ord June 17
JOHNSTONE, WALTER FRANK CHARLES, Hornsea, Yorks Grocer Kingston upon Hull Pet June 16 Ord June 16
JOSEPH, ELIAHOO, Manchester, Shipper Woollen Goods Manchester Pet May 14 Ord June 17
KING, ARTHUR WILLIAM, Witney, Oxford, Poulterer Oxford Pet May 23 Ord June 16
KING, EDWARD PETER, Bournemouth, Hotel Proprietor Poole Pet May 15 Ord June 17
KIRK, GEORGE, Weybridge Kingston, Surrey Pet June 11 Ord June 16
LEACH, GEORGE, Accrington, Labourer Blackburn Pet June 15 Ord June 15
MANDER, VINCENT ALBERT, Hyde Park High Court Pet March 19 Ord June 17
NOBLE, ALEXANDER JOHN, East Ham, Engine Fitter High Court Pet June 10 Ord June 15
OBERMANN, FANNY, Leeds, Grocer Leeds Pet June 13 Ord June 16
PENNINGTON, JOSEPH, Bolton, Lancs, Provision Dealer Bolton Pet June 16 Ord June 16
PERCIVAL, DANIEL, Appleton, Chester, Farmer Warrington Pet June 16 Ord June 16
PICKLES, WILLIAM, Nelson, Lancs, Coal Dealer Burnley Pet May 13 Ord June 16
PORTER, CHARLOTTE, Norwich, Brickmaker Norwich Pet June 16 Ord June 16
PYETT, JOHN, Anerley, Builder Croydon Pet June 9 Ord June 12
SMITH, SAMUEL, Lower Gornal, Sedgley, Staffs, Plumber Dudley Pet June 15 Ord June 15
STREET, JOHN, Thurnscoe, Yorks, Coal Miner Sheffield Pet June 16 Ord June 16
TURNER, DAVID, Rowley Regis, Staffs, Clerk Dudley Pet Feb 2 Ord June 15
WALL, JAMES, Cinderford, Glos, Painter Gloucester Pet June 16 Ord June 16
WHALLEY, ADA, Hampstead, Artist High Court Pet June 16 Ord June 16
WHITE, THOMAS ALFRED, West Croydon High Court Pet June 3 Ord June 16

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

BETTS, ARCHIBALD SAMUEL, The Chiltern Towers, Wargrave, Berks Reading Rec Ord April 15 Adjud April 15 Rescd and Annul May 14

London Gazette.—TUESDAY, June 23.

RECEIVING ORDERS.

BANNISTER, JOHN, Southampton, Licensed Victualler Southampton Pet June 18 Ord June 18
BURDETT, WILLIAM HENRY, Sutton in Ashfield, Notts, Printer Nottingham Pet June 19 Ord June 19
CAVE, WILLIAM, Wellingborough, Northampton, Fishmonger Northampton Pet June 19 Ord June 19
CHANTRILL, EDWARD, Coventry, Grocer Coventry Pet June 18 Ord June 18
CLAXTON, EDWIN ALBERT, Barrow in Furness, Auctioneer Barrow in Furness Pet June 20 Ord June 20
CUNDY, THOMAS NORTH, Wall End, East Ham, Licensed Victualler High Court Pet June 3 Ord June 18
DAVIS, F W, and A J HERRING, Worthing, Auctioneers Yeovil Pet May 23 Ord June 18
DAWSON, JOHN, Boston, Lincs, Cycle Manufacturer Boston Pet June 19 Ord June 19
DYNE, JOHN EDWARD, Willesden Green, Builder High Court Pet April 8 Ord June 19
EVERITT, FRED, Sheffield, Tailor Sheffield Pet June 19 Ord June 19
FEATHERSTONE, GEORGE, Ebberston, Yorks, Farmer Scarborough Pet June 18 Ord June 18
GILLINGS, WILLIAM CHARLES, Wellington, Salop, Baker Madeley Pet June 19 Ord June 19
HARTILL, ALFRED JOHN, Wolverhampton, Plumber Wolverhampton Pet June 19 Ord June 19
HERDON, ALFRED, Middlesbrough Middlesbrough Pet June 17 Ord June 17
HERBERT, GEORGE FORREST, Haverfordwest, Hotel Proprietor Pembroke Dock Pet June 18 Ord June 18
HODNETT, HARRY, Nunhead, Surrey, School Teacher High Court Pet June 18 Ord June 18
HOLDEN, WALLACE, Holland Park av, Egg Merchant High Court Pet May 9 Ord June 19
JENKINS, WILLIAM, Newport, Pembroke, Boot Dealer Carmarthen Pet June 19 Ord June 19
JONES, WILLIAM OWEN, Portmadoc, Printer Portmadoc Pet June 17 Ord June 17
KING, THOMAS, Hastings, Beef Dealer Hastings Pet June 9 Ord June 19
LENG, JAMES, Whitby, Yorks, Leather Dealer Stockton on Tees Pet June 19 Ord June 19
MATLIN, JOSEPH, Therfield, Herts, Glass and China Dealer Cambridge Pet June 19 Ord June 19
MURRELL, LEVI, Bexhill, Builder Hastings Pet June 6 Ord June 19
OATES, JAMES RENTON, Crossgates, nr Leeds, Contractor Leeds Pet May 27 Ord June 18
PEARCE, J H, Rathbone st, Canning Town, Undertaker High Court Pet May 23 Ord June 20
STRACHAN, ROBERT, Chesterfield, Twine Manufacturer Chesterfield Pet June 11 Ord June 20
SWITHENBANK, ALBERT, Batley Carr, Dewsbury, Innkeeper Dewsbury Pet June 18 Ord June 18
VICKERMAN, ARTHUR, Leeds, Furniture Broker Leeds Pet June 18 Ord June 18
WADDINGTON, ROBERT, Borobridge, Yorks, Joiner York Pet June 17 Ord June 17
WARD, HERBERT ERNEST, Northampton, Hairdresser Northampton Pet June 18 Ord June 18
WILLLIAMS, WILLIAM, Penycae, nr Ruabon, Grocer Wrexham Pet June 18 Ord June 18

Amended notice substituted for that published in the London Gazette of June 9:

SNAP, THOMAS, and GEORGE EDWARD GITTINS, Stapleford, Notts, Builder Derby Pet May 20 Ord June 5

FIRST MEETINGS.

BRAYEN, JAMES JOHN, Sparkford, Somerset, Farm Bailiff July 1 at 12.30 Off Rec, Endless st, Salisbury

BOXSTEAD, CHARLES HENRY, Walton, Suffolk, Baker July 10 at 10 Off Rec, 36, Princes st, Ipswich

CHANTRILL, EDWARD, Coventry, Grocer July 1 at 12 Off Rec, 17, Hertford st, Coventry

COOPER, BENJAMIN, Sheffield, Canal Carrier July 1 at 1 Off Rec, Figtree ln, Sheffield

CUNDY, THOMAS NORTH, Wall End, East Ham, Essex, Licensed Victualler July 6 at 12 Bankruptcy bldgs, Carey st

DANIEL, ROBERT DOWLEY, East Acton, Tar Pavior July 1 at 12 Off Rec, 14, Bedford row

DYER, ALBERT, Tongwynlais, Glam, Licensed Victualler July 3 at 3 135, High st, Merthyr Tydfil

DYER, JOHN EDWARD, Willesden Green, Builder July 7 at 12 Bankruptcy bldgs, Carey st

ELLIS, TOM, Holbeck, Leeds July 1 at 12 Off Rec, 22, Park row, Leeds

FINCH, ALBERT, Masborough, Yorks, Grocer July 1 at 12 Off Rec, Figtree ln, Sheffield

GIBBS, HOWARD HAYWARD, Bradford on Avon, Wilts, Dairyman July 1 at 11.30 Off Rec, 26, Baldwin st, Bristol

HARRIS, CHARLES, Camberwell New rd, Builder July 6 at 11 Bankruptcy bldgs, Carey st

HART, ALGERNON T, Muswell Hill July 6 at 2.30 Bankruptcy bldgs, Carey st

HEBDON, ALFRED, Middlesbrough July 10 at 3 Off Rec, 8, Albert rd, Middlesbrough

HERBERT, GEORGE FORREST, Haverfordwest, Pembroke, Hotel Proprietor July 3 at 1.30 Temperance Hall, Pembroke Dock

HOLMAN, BENJAMIN FENN, Carlton Colville, Suffolk, Painter and Plumber July 3 at 11 30 Off Rec, 8, King st, Norwich

HOLT, JOSEPH, Stockport, Grocer July 3 at 11 Off Rec, County chmbrs, Market pl, Stockport

HOPE, WILLIAM SIPLING, Kingston upon Hull, Basket Maker July 1 at 11 Off Rec, Trinity House ln, Hull

HUGGETT, A STANLEY, Purley, Boot Dealer July 3 at 1 24, Railway app, London Bridge

HUNT, HERBERT EDWIN, Sparkhill, Worcester, Commission Agent July 1 at 11 174, Corporation st, Birmingham

HUNTER, WILLIAM CHARLES, Bayswater July 7 at 2.30 Bankruptcy bldgs, Carey st

JENKINS, WILLIAM, Newport, Pembroke, Boot Dealer July 1 at 11 Off Rec, 4, Queen st, Carmarthen

LOVE, WILLIAM CHARLES DANIEL, Chiswick, Draper July 8 at 12 Bankruptcy bldgs, Carey st

MARTIN, PETER NICHOLSON, Thornaby on Tees, Yorks July 8 at 3 Off Rec, 8, Albert rd, Middlesbrough

MIDDLETON, ROBERT, Ystadyfodwg, Glam, Colliery Haulier July 1 at 3 135, High st, Merthyr Tydfil

OATES, JAMES RENTON, Cross Gates, nr Leeds, Contractor July 1 at 11 Off Rec, 22, Park row, Leeds

OLIPHANT, EDWARD, Newcastle on Tyne, Grocer July 1 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

PAINTER, GEORGE, Hammersmith, Horse Dealer July 6 at 12 Bankruptcy bldgs, Carey st

PEARCE, J H, Canning Town, Undertaker July 1 at 2.30 Bankruptcy bldgs, Carey st

PERCIVAL, DANIEL, Appleton, Cheshire, Farmer July 1 at 3.30 Off Rec, Byrom st, Manchester

POTTER, CHARLOTTE, Norwich, Brickmaker July 3 at 3.30 Off Rec, 8, King, st Norwich

REES, BRYCHAN J, Tenby, Pembroke, Veterinary Surgeon July 3 at 1 Temperance Hall, Pembroke Dock

ROSEBLADE, FREDERICK JOHN, Sheffield, Butcher July 1 at 12.30 Off Rec, Figtree ln, Sheffield

SAUNDERS, JOHN, Bexhill, Chemist July 14 at 11.30 County Court Offices, 24, Cambridge rd, Hastings

SMITH, FRANCES, and SAMUEL SMITH, Newington Heath, Manchester, Watchmakers July 1 at 3 Off Rec, Byrom st, Manchester

SNAP, THOMAS, and GEORGE EDWARD GITTINS, Stapleford, Notts, Builders July 2 at 12 Flying Horse Hotel, Nottingham

STREET, JOHN, Thurnscoe, Yorks, Coal Miner July 1 at 11.30 Off Rec, Figtree ln, Sheffield

SWITHENBANK, ALBERT, Dewsbury, Innkeeper July 1 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury

TOMLINSON, WILLIAM HENRY, Waingroves, Ripley, Derby, Innkeeper July 1 at 3 Off Rec, 47, Full st, Derby

VICKERMAN, ARTHUR, Leeds, Furniture Broker July 1 at 11.30 Off Rec, 22, Park row, Leeds

WADDINGTON, ROBERT, Borobridge, Yorks, Joiner July 1 at 1.30 Off Rec, The Red House, Duncombe pl, York

WARD, HERBERT ERNEST, Northampton, Hairdresser July 2 at 12 Off Rec, Bridge st, Northampton

WITHERS, EDWIN JOHN, Handsworth, Staffs, Salesman's Clerk July 1 at 12 174, Corporation st, Birmingham

WITHERS, SEPTIMUS, Gt Grimsby, Fruiterer July 1 at 11 Off Rec, 15, Osborne st, Gt Grimsby

ADJUDICATIONS.

BANNISTER, JOHN, Southampton, Licensed Victualler Southampton Pet June 18 Ord June 18

BURDETT, WILLIAM HENRY, Sutton in Ashfield, Notts, Printer Nottingham Pet June 19 Ord June 19

CAVE, WILLIAM, Wellingborough, Fishmonger Northampton Pet June 19 Ord June 19

CHANTRILL, EDWARD, Coventry, Grocer Coventry Pet June 18 Ord June 18

CLAYTON, EDWIN ALBERT, Barrow in Furness, Actor Barrow in Furness Pet June 20 Ord June 20

COHEN, HARRY, Birmingham, Jeweller Birmingham Pet May 18 Ord June 20

COSTA, JOSIAH PAXTON, St Paul's churchyard, Dentist High Court Pet May 19 Ord June 18

DAWSON, JOHN, Boston, Lincs, Ironmonger Boston Pet June 19 Ord June 19

EVERITT, FRED, Sheffield, Tailor Sheffield Pet June 19 Ord June 19

FEATHERSTONE, GEORGE, Ebberston, Yorks, Farmer Scarborough Pet June 18 Ord June 18

GILLINGS, WILLIAM CHARLES, Wellington, Baker Madeley Pet June 19 Ord June 19

HARTILL, ALFRED JOHN, Wolverhampton, Plumber Wolverhampton Pet June 19 Ord June 19

HEBDON, ALFRED, Middlesbrough Middlesbrough Pet June 17 Ord June 17

HODNETT, HARRY, Nunhead, Surrey, School Teacher High Court Pet June 18 Ord June 18

HORSEY, SIMEON, New Brompton, Builder Poole Pet May 7 Ord June 16

JENKINS, WILLIAM, Newport, Pembroke, Newsagent Carmarthen Pet June 19 Ord June 19

JOHNSON, WILLIAM, Birmingham Birmingham Pet June 17 Ord June 20

LENG, JAMES, Whitby, Yorks, Antique Furniture Dealer Stockton on Tees Pet June 19 Ord June 19

LLEWELLYN, WALTER SAMUEL, Cardiff, Colliery Proprietor Cardiff Pet June 15 Ord June 17

MAYLIN, JOSEPH, Therfield, Herts, Glass Dealer Cambridge Pet June 19 Ord June 19

MURRAY, THOMAS WILLIAM SHEARDON, Buckland, Portsmouth, Engineer Portsmouth Pet April 22 Ord June 18

OSBORNE, THOMAS, Stoke Newington, Builder Edmonton Pet May 26 Ord June 19

ROGERS, EDWARD J, Middlesbrough, Picture Frame Maker Middlesbrough Pet May 2 Ord June 17

ROSEBLADE, FREDERICK JOHN, Sheffield, Butcher Sheffield Pet May 19 Ord June 18

SAUNDERS, JOHN, Bexhill, Chemist Hastings Pet June 15 Ord June 19

SCHLABS, FREDERICK JOSEPH, Willesden junc, Stationer High Court Pet June 2 Ord June 20

SIMMS, JOSEPH, Willesden Green, Printer High Court Pet June 15 Ord June 19

SPARROW, GEORGE, Church Stretton, Salop, Builder Shrewsbury Pet April 30 Ord June 19

STYTH, GEORGE, Barrow in Furness, Printer Barrow in Furness Pet April 20 Ord June 18

STYTH, MARY JANE, Barrow in Furness, Spinster Barrow in Furness Pet April 20 Ord June 18

ST LEGER, HUGH, Little Horkesley, Essex, Journalist Colchester Pet May 16 Ord June 19

SWITHENBANK, ALBERT, Batley Carr, Dewsbury, Innkeeper Dewsbury Pet June 18 Ord June 18

TOPLIS, CHARLES SYLVESTER, Bank st, Carlisle, Designer Carlisle Pet June 6 Ord June 20

VICKERMAN, ARTHUR, Leeds, Furniture Broker Leeds Pet June 18 Ord June 18

WADDINGTON, ROBERT, Borobridge, Yorks, Joiner York Pet June 17 Ord June 17

WARD, HERBERT ERNEST, Northampton, Hairdresser Northampton Pet June 18 Ord June 18

WARD, JOHN THOMAS, Manchester, Cycle Dealer Manchester Pet May 16 Ord June 19

WILLIAMS, WILLIAM, Penycae, nr Ruabon, Denbigh, Grocer Wrexham Pet June 19 Ord June 18